

**Public Company ORLEN Lietuva Special Terms and Conditions of IT Services Procurement Agreement (STC)**

The below Special Terms and Conditions of IT Services Procurement Agreement (STC) shall be interpreted and construed together with the Public Company ORLEN Lietuva General Terms and Conditions of IT Services Procurement Agreement (GTC):

<b>1. Agreement number:</b>		
<b>2. Legal details of Parties:</b>		<b>Representatives, grounds for representation:</b>
<b>2.1. Customer:</b>	<b>Public Company ORLEN Lietuva</b> Legal entity code: 166451720 VAT payer's code: LT6645172019 Registered with the Register of Legal Entities of the Republic of Lithuania Registered office located at: LT-89467 Juodeikiai, Mažeikiai Distr., Republic of Lithuania Tel.: (370 5) 2526438 Fax: (370 5) 2526452 E-mail: Bank account No.:	
<b>2.2. Service Provider:</b>	Legal entity code: VAT payer's code: Registered with the Register of Legal Entities of the Republic of Lithuania Registered office located at: Tel.: Fax: E-mail: Bank account No.:	
<b>3. Agreement validity term:</b>		
<b>4. General description of services:</b>		
<b>5. Agreement value (in number and word) <input type="checkbox"/> VAT incl. <input type="checkbox"/> VAT excl.:</b>		
5.1. <input type="checkbox"/> Hourly rate:		
5.2. <input type="checkbox"/> Fixed price:		
5.3. <input type="checkbox"/> Not-to-be-exceeded amount:		
<b>Total amount of Agreement:</b>		
<b>6. Payment terms and procedure:</b>		
6.1. <input type="checkbox"/> Upon accomplishment of IT Services and receipt of invoice: .....		
6.2. <input type="checkbox"/> Other:		
<b>7. Term of provision of IT Services:</b>		
<b>Commencement:</b>	<input type="checkbox"/> Date specified in order: <input type="checkbox"/> Date specified in schedule: <input type="checkbox"/> Other:	
<b>Completion:</b>	<input type="checkbox"/> Date specified in order: <input type="checkbox"/> Date specified in schedule: <input type="checkbox"/> Other:	
<b>8. Guarantees:</b>		
<b>Reports to be presented by Service Provider:</b>		
11.1. <input type="checkbox"/> Monthly Service Provider's Report		
11.2. <input type="checkbox"/> Other		
<b>10. Governing law and dispute settlement:</b>		
<b>11. Language:</b>		
<b>12. Attachments to STC:</b>		
<b>13. Other:</b>		



The Public Company ORLEN Lietuva General Terms & Conditions of IT Services Procurement Agreement shall be an integral part hereof. Service Provider hereby unconditionally confirms that, prior to concluding the Agreement, Service Provider had the possibility to and got familiar with the GTC and therefore is fully aware of their content.

**Customer:**

\_\_\_\_\_  
(Full name)

\_\_\_\_\_  
(Full name)

DATE

SEAL

**Service Provider:**

\_\_\_\_\_  
(Full name)

\_\_\_\_\_  
(Full name)

DATE

SEAL

**PUBLIC COMPANY ORLEN LIETUVA**  
**GENERAL TERMS AND CONDITIONS OF IT SERVICES PROCUREMENT AGREEMENT**

**1. TERMS & DEFINITIONS**

- 1.1. **General Terms and Conditions of IT Services Procurement Agreement (hereinafter GTC)** – these terms and conditions for the procurement of IT Services.
- 1.2. **Working day** – any day on which banks in the Republic of Lithuania conduct their business, except for statutory holidays.
- 1.3. **Fixed price** – a specific amount agreed by the Parties for fully accomplished Services and fulfillment of all terms and conditions of the present Agreement.
- 1.4. **Information** – any information (verbal, written or expressed in any other form, if it can be made available visually or by the use of technical means) as well as Confidential Information related to the Customer, Customer's Group Company, Customer's Subsidiary and/or their business.
- 1.5. **IT Equipment** – for the purpose of this Agreement shall mean Hardware and Software together.
- 1.6. **IT Services or Services** - support and maintenance of information resources owned and/or managed by the Customer, provision and maintenance of information technology means required for the Customer, Customer's Group Company or their employees as well as any other paid services (including IT Equipment, components of IT Equipment required for the provision of Services or any other goods related to the provision of Services, if required) provided to the Customer by Service Provider, excluding lease, work and labor, scientific research, pilot testing, construction and technological works, custody, trust of property, when labor or any other subordination relations between the Customer and Service Provider are established.
- 1.7. **IT Services Procurement Agreement (hereinafter Agreement)** – IT Services procurement agreement concluded between the Customer and the Service Provider – document which, when signed by the Parties, confirms the conclusion of transaction regarding Services between the Parties. It includes General Terms & Conditions of IT Services Procurement Agreement, Special Terms & Conditions of IT Services Procurement Agreement, their attachments (if any) as well as amendments (if any) to the General and Special Terms and Conditions of IT Services Procurement Agreement. In case of any discrepancies between the General Terms & Conditions of IT Services Procurement Agreement and the Special Terms & Conditions of IT Services Procurement Agreement, respective Special Terms & Conditions shall prevail.
- 1.8. **Fees** – the price per unit of Services (e.g., per one hour, day, etc.) agreed by the Parties.
- 1.9. **Malicious Software** – any software (e.g. worms, viruses, Trojan, spyware, ransomware, adware, rootkit, etc.) which damages IT Equipment and/or any other computer systems. Damage is made in the form of theft, deletion of Information, Confidential Information, personal data, taking control over IT Equipment, watching over it, etc.
- 1.10. **Customer** – Public Company ORLEN Lietuva with its registered office at Mažeikių St. 75, Juodeikiai Village, LT-89467 Mažeikiai District, Lithuania, registered with the Register of Legal Entities of the Republic of Lithuania, legal entity code 166451720, VAT number LT664517219.
- 1.11. **Customer's Group Company** – company which belongs to ORLEN Capital Group. List of such companies is available at:  
<http://www.orden.pl/PL/OFirmie/StrukturaGrupyORLEN/Strony/default.aspx?pl>.
- 1.12. **Customer's territory** – Customer's headquarters and/or any other place of conduction of its business.
- 1.13. **Customer's internal regulatory documents** – rules, regulations indicated by the Customer, other required documents to be familiarized with by the Service Provider.
- 1.14. **Confidential Information** – any information of the Customer and/or Customer's Group Company and/or Customer's Subsidiary, excluding information which is made publicly available as prescribed by law.
- 1.15. **Non-Conformities/Drawbacks** – any inaccuracies, drawbacks of IT Services.
- 1.16. **Ceiling amount** – a preliminary amount agreed by the Parties but not guaranteed by the Customer to the Service Provider, which cannot be exceeded within the period of provision of Services, unless otherwise agreed by the Parties.
- 1.17. **Service Handover and Acceptance Statement** – a free-form Agreement execution document signed by the Parties, which confirms actual provision of all or a portion of Services and their transfer to the Customer.
- 1.18. **Service Provider** – a person/entity that concluded Agreement with the Customer.
- 1.19. **Service Provider's Report** – written information about all or a portion of Services provided by the Service Provider to the Customer.
- 1.20. **Problem** – one malfunction which has significant impact on the provision of IT Services or several malfunctions which have the same symptoms and the cause of which is unknown or its identification requires thorough analysis.
- 1.21. **Software** – the entirety of Information processing system programs, procedures, rules or any part of this entirety together with associated documentation.
- 1.22. **Significant Non-Conformity/Drawback** – such non-conformities (e.g. in quality) of IT Services when IT Services in principal do not meet the description of IT Services, Minimum Requirements for Services, quality and other significant criteria and which prevent or complicate the achievement of the purpose of the Agreement by the Customer in due manner and under established terms.
- 1.23. **Security Incident** – event, action or omission which causes, may cause or provide for unauthorized connection to IT Equipment or any other electronic communication network, disturb or change (including the take-over of control) the operation of IT Equipment or any other electronic communication network, destroy,

- damage, delete or change the Information, eliminate or limit the access to Information as well as provide for the misappropriation or any other use of non-public Information by unauthorized persons.
- 1.24. **Special Terms and Conditions of IT Services Procurement Agreement (hereinafter STC)** – terms and conditions separately agreed by the Parties: detailed scope of Services, validity and value of the Agreement, fees or fixed price, discounts, specifications, guarantees, technical tasks, time limits and place of Services and other terms and conditions.
- 1.25. **Agreement execution documents** – order, purchase order, letter, invoice, report and/or Handover and Acceptance Statement and other documents agreed by the Parties in STC.
- 1.26. **Agreement** - these GTC together with respective STC, attachments to GTC and STC as well as agreements on the amendment and supplementation of GTC and/or respective STC. In case of discrepancies between GTC and respective STC the latter shall prevail and shall be treated as the terms and conditions of the Agreement.
- 1.27. **Malfunction** - unforeseen malfunction of IT Services, impairment in the quality of IT Services or event which can disturb the provision of IT Services.
- 1.28. **Party / Party to the Agreement** – Customer and/or Service Provider.
- 1.29. **Hardware** - electric and/or electronic Information processing devices and equipment composed of electric and/or electronic components other than Software.
- 1.30. **Third parties** - all natural persons and legal entities as well as their employees who are not Parties to this Agreement, excluding Customer's Group Company.
- 1.31. **Order** – document submitted by the Customer to the Service Provider in a form and manner established in GTC, authorizing the Service Provider to proceed with Services specified in the Agreement and detailing scope thereof (if applicable), completion deadlines, the price and any other information required for provision of Services.

## 2. INTERPRETATION

- 2.1. The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.
- 2.2. Capitalized terms used in the GTC of the Agreement shall have the meaning defined in Article 1 'Terms & Definitions' of the GTC, unless the context requires for another meaning.
- 2.3. The words 'duly', 'appropriate', 'required', 'immediately' or similar used to define persons, time limits, costs, conditions, etc. shall in each specific case be interpreted in consideration of the terms & conditions set in the Contract as well as specific circumstances.
- 2.4. Words used in singular may, where required by the context, include the plural meaning and vice versa.
- 2.5. In case of a difference between the meaning expressed in word and that in number, the meaning expressed in word shall prevail.
- 2.6. For the sake of clarity, it is stated that these GTC shall apply to all the STCs concluded between the Customer and the Service Provider and may be presented only once.

## 3. SUBJECT

- 3.1. Under the terms and conditions of the present Agreement the Service Provider shall provide IT Services established in the Agreement, and the Customer shall accept duly provided IT Services and pay for them in accordance with the payment procedure, terms and conditions established in the Agreement, unless agreed otherwise by the Parties.
- 3.2. Detailed scope of IT Services shall be indicated in STC and/or attachments, amendments to the Agreement, separate agreements and alike, if any, and Agreement execution documents (orders, purchase orders, letters, etc.).

## 4. CUSTOMER'S RIGHTS AND OBLIGATIONS

- 4.1. The Customer shall undertake to:
- 4.1.1. Provide conditions and Information to the Service Provider required for the provision of Services;
- 4.1.2. Accept IT Services or a portion of IT Services (when IT Services are provided in stages or in portions) rendered in an appropriate and timely manner by signing Service Handover and Acceptance Statements, unless otherwise stated in STC, or specify the Non-Conformities/Drawbacks related to the scope, quality of Services and indicate conditions and time limits for their removal;
- 4.1.3. Pay the Service Provider for appropriate and timely Services according to the terms and conditions established in the Agreement;
- 4.1.4. Cooperate with the Service Provider on issues related to the performance of the Agreement;
- 4.1.5. Fulfill any other obligations established in the Agreement.
- 4.2. The Customer shall be entitled to:
- 4.2.1. In case of Significant Non-Conformity/Drawback refuse the acceptance of Services and suspend the execution of the Agreement until full remedy of such Significant Non-Conformity/Drawback;
- 4.2.2. Exercise any other rights provided in the Agreement.

## 5. SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

- 5.1. The Service Provider shall undertake to:

- 5.1.1. Provide IT Services to the Customer at its own risk and expense in accordance with the terms & conditions set forth in the Agreement as diligently and effectively as possible, according to *inter alia* the best professional, technical standards and practices, by utilizing all required skills and knowledge and to the best interest of the Customer; respond to Customer's requests and comments regarding the Services in a flexible and professional manner;
- 5.1.2. Supply services within the time limits agreed by the Parties as fixed in STC;
- 5.1.3. Provide Hardware required for Services, unless established otherwise in STC;
- 5.1.4. Undertake all possible and reasonable measures in order to ensure that within the execution of the Agreement the Service Provider and/or its employees do not disturb the operations of the Customer and/or Customer's Group Company, execution of functions by their employees, etc.;
- 5.1.5. Immediately notify the Customer of any Malfunction, Problem, Safety Incident, identified Malicious Software or any other event;
- 5.1.6. Prior to the commencement of Services (when Services are provided within the Customer's territory), familiarize and strictly comply with the provisions of this Agreement, the regulations of the European Union and the Republic of Lithuania and Customer's internal regulatory documents applicable to Service Provider's work, health & safety, environmental and other issues as well as ensure that its employees are familiarized with and adhere to the aforementioned requirements;
- 5.1.7. Provide required documents (Service Provider's Reports, Handover and Acceptance Statements, etc.) within the time limits agreed by the Parties (but in any case no later than on the day of accomplishment of Services) as prescribed by STC;
- 5.1.8. Where requested by the Customer, notify the Customer about the course of Services and submit any other information requested by the Customer in relation to Service provision; provide the Customer with the possibility to verify the Services rendered by the Service Provider for their compliance with the provisions of this Agreement. However, such verifications shall not be construed as acceptance of all or a portion of Services by the Customer or release of the Service Provider from the obligation to complete and transfer the Services as prescribed by the Agreement;
- 5.1.9. Remove, at its own expense, all Non-Conformities/Drawbacks and/or Significant Non-Conformities/Drawbacks identified by the Customer within the time limits specified by the Customer, and where the Customer does not specify it - as soon as reasonably possible;
- 5.1.10. Subcontract third parties for the provision of Services only upon prior written approval by the Customer, however full liability for proper performance hereunder shall be always retained by the Service Provider;
- 5.1.11. Not assign any rights of claim arising out of or in connection with this Agreement to any third parties without written consent of the Customer;
- 5.1.12. Under Customer's request provide the list of employees related to the execution of the present Agreement. Such list must include employee's personal data and contact details;
- 5.1.13. Transfer the title to the results, if any, of the Services immediately after the completion of Services, unless STC prescribe otherwise;
- 5.1.14. Where the rights in rem or intellectual property rights are transferred for the purpose of provision of Services, the fact of transfer and the transferred rights shall be described in STC in accordance with Article 12 hereof;
- 5.1.15. The Service Provider shall insure its employees for the duration of their services within the Customer's territory;
- 5.1.16. Fulfill any other obligations established in the Contract.
- 5.2. The Service Provider shall assume all risks and possible consequences as well as liability related to the following:
  - 5.2.1. Accidents involving the Service Provider's employees during the provision of Services;
  - 5.2.2. Damage and losses incurred by the Customer and/or third parties through the fault of Service Provider's employees;
  - 5.2.3. Damage to or destruction of tools and other equipment that belongs to or is used by the Service Provider or its employees.

## **6. PRICE AND PAYMENT PROCEDURE**

- 6.1. The price of the Agreement (expressed in the form of fixed amount, fees, ceiling amount, etc.) shall be indicated in STC. The price of the Agreement shall be paid to the Service Provider only for properly provided Services, compliance with all terms & conditions of the Agreement and Service Provider's direct and indirect expenses related to full discharge of obligations associated with the provision of Services within the scope established in this Agreement, unless STC prescribe otherwise.
- 6.2. The price of the Agreement shall include any and all additional costs of the Service Provider, in particular the costs of travel, board and accommodation, daily allowances and any other costs required for the provision of Services, unless STC prescribe otherwise. Increase in any of the aforementioned costs shall have no impact on the price of the Agreement. The risk of contingent increase in the costs related to the Services shall be assumed by the Service Provider. The price of the Services may be reduced if the Services do not meet the quality requirements established the Agreement, do not comply with their scope, or when any other requirements are violated.
- 6.3. The price of the Agreement shall include all taxes, fees, charges and customs duties. The Service Provider shall not be compensated for any taxes, unless otherwise established in STC.

- 6.4. The Customer shall pay the Service Provider for all or a portion of Services only after the Customer confirms actual provision of such Services or a portion thereof. The Agreement execution documents are specified in STC.
- 6.5. Unless STC provide for otherwise, any payments shall be made in currency prescribed by the Agreement by bank transfer to the Service Provider's bank account indicated in the invoice within 90 (ninety) days after the date of receipt of proper invoice in acceptable form to the Customer together with the document signed by both Parties confirming actual provision of Services and execution of the Agreement. Public holidays and non-working days (Saturdays and Sundays) shall be included into payment term. If payment due date falls on a non-working day or public holiday, the payment shall be made on the nearest working day following such non-working day or public holiday.
- 6.6. When making payments under this Contract each Party shall pay the fees of their banks.
- 6.7. Any penalties specified in the Agreement as well as damages resulting from respective Party's failure shall be settled no later than within 15 (fifteen) calendar days from the receipt of respective demand.
- 6.8. Payment shall be deemed made after the due amount is debited against the Customer's bank account.
- 6.9. An appropriate invoice shall meet requirements of the laws of the Republic of Lithuania (not applicable to foreign entities) and shall include the following information:
- 6.9.1. Customer's name and registered office address;
  - 6.9.2. Customer's company code (166451720) and VAT number (LT 664517219);
  - 6.9.3. Service Provider's name and registered office address;
  - 6.9.4. Service Provider's bank details;
  - 6.9.5. Service Provider's VAT number, company code or any other identification number;
  - 6.9.6. Invoice issue date, series and number;
  - 6.9.7. Number of this Agreement or number of service order;
  - 6.9.8. Number of the Service handover and acceptance statement approved by the Parties;
  - 6.9.9. Number of the Customer's project (if any);
  - 6.9.10. Name and description of Services;
  - 6.9.11. Date of Services;
  - 6.9.12. Total invoiced amount, exclusive of VAT;
  - 6.9.13. VAT rate and amount in the national currency (also applicable to foreign suppliers registered as VAT payers in Lithuania);
  - 6.9.14. Reference to respective provision of the Law on VAT or the European Council Directive 2006/112/EEC, or any other supporting reference when the Services are not subject to VAT or are subject to zero VAT rate.
- 6.10. If the Service Provider is a VAT payer, it must indicate its VAT number in the Agreement documents, and in case the Service Provider is exempt from VAT or is not a VAT payer, it must inform the Customer thereof in writing. In case of any changes to the VAT payer's status within the validity/execution of the Agreement, the Service Provider shall notify the Customer thereof in writing. For transactions conducted within the EU, the Service Provider shall indicate its VAT payer code (if any) in the Agreement at all times.
- 6.11. As prescribed by the laws of the Republic of Lithuania, the Service Provider shall retain the second copy of invoices issued to the Customer confirming that the respective transaction took place between the Service Provider and the Customer, and that VAT applicable to the Services was reasonably included by the Customer in the VAT deduction statement. In case of failure to observe the above requirement or if the copies of invoices retained by the Service Provider contain data that is different from that provided to the Customer, or if tax authorities do not consider the invoice issued by the Service Provider to be an adequate basis for Customer to include VAT on service sales calculated by the Service Provider in the VAT deduction statement, the Service Provider shall indemnify the Customer for all its losses incurred as a result of increased tax obligations, including sanctions and penalties imposed on the Customer by tax authorities. These provisions shall also apply if the Service Provider issues an invoice to the Customer without having such right.
- 6.12. If the amount payable to the Service Provider for the Services is subject to any taxes under the legislation of the Republic of Lithuania, the Customer shall have the right to deduct the tax amount required by such legislation from the amount payable to the Service Provider. Where international laws provide for other taxation options, for the purposes of tax relief in the Republic of Lithuania the Service Provider shall submit a certificate of establishment (domicile) approved by an authorized institution along with the first invoice but in any case no later than 5 (five) working days prior to the due date of first payment. In case the Customer is subject to any penalties, interest, sanctions, etc. due to missing data, mistakes or inaccuracies in such certificate, the Service Provider shall reimburse the Customer for such penalties, interest, sanctions, etc. imposed by tax authorities upon the Customer.
- 6.13. The Parties hereby agree and do not object that all invoices for rendered Services shall be issued electronically and sent by e-mail addresses specified in STC and such invoices shall be treated as originals. Hard copy invoices will not be sent, unless any of the Party gives the other Party a written request to do so.
- 6.14. In case of any mutual debts between the Customer and the Service Provider, the Parties shall be entitled to make set-offs. In such case, when payment of either of the Parties becomes due, a mutual set-off statement shall be signed.

## **7. HANDOVER AND ACCEPTANCE OF PROVIDED SERVICES**

- 7.1. Unless STC provide for otherwise, after completion of Services within 1 working day after the date of approval of Handover and Acceptance Statement and/or comprehensive Service Provider's Report specifying what

Services or their portion has been provided the Service Provider shall submit its invoice and all additional information and documents related to the provision of Services or portion thereof. These documents shall be submitted only after the respective Services have been provided.

- 7.2. Service Provider's Report and/or Handover and Acceptance Statement shall be signed by both Parties thus confirming actual provision of appropriate Services or portion thereof.
- 7.3. Service Provider's Report and/or Handover and Acceptance Statement shall be signed by the Customer no later than within 7 (seven) working days from the day of submission thereof by the Service Provider. Should the Customer refuse to sign the Handover and Acceptance Statement within the time limits established herein, the Service Provider shall give respective notice to the Customer and give another 5 (five) day period for the Customer to provide a written explanation on its refusal to sign Service Provider's Report and/or Handover and Acceptance Statement and accept the Services. If after the expiry of the additional period the Customer does not provide its reasoned response, it shall be deemed that the Customer accepted the Services without any reservation, thus the Service Provider shall be entitled to unilaterally sign Service Provider's Report and/or Handover and Acceptance Statement and the signed documents shall be binding on the Customer and shall serve as basis to issue an invoice and effect payment. The Service Provider may exercise this right after informing the Customer's representative on the consequences of failure to provide the arguments for the refusal to sign Service Provider's Report and/or Handover and Acceptance Statement.
- 7.4. Should the Service Provider disagree with the Customer's claims regarding Significant Non-Conformity/Drawback, the Parties shall nominate a mutually acceptable independent inspector to conduct the analysis of the provided Services. The results of such analysis shall be final and binding upon the Parties to the Agreement. The Service Provider shall pay for the services of the independent inspector and reimburse for all related costs if the claim of the Customer proves to be reasonable. If Service Provider refuses to cooperate with the Customer regarding the nomination of an independent inspector and therefore inspector is not nominated within 30 (thirty) calendar days from the date of claim by the Customer, it shall be deemed that the claim has been accepted by the Service Provider as reasonable.

## **8. IT EQUIPMENT RELATED TO SERVICES**

- 8.1. The Service Provider confirms that all required IT Equipment used in the provision of Services is of good quality, suitable and ready for use for the purpose specified in the Agreement; the Service Provider is not deprived or abridged of the right of disposition of IT Equipment and IT Equipment has not been mortgaged or assigned, has not been seized and is not a subject matter of any legal, arbitration or any other dispute, and that third parties have no rights or claims as regards IT Equipment. The Service Provider guarantees that when IT Equipment is delivered from third countries this will be done following the requirements of the EU Customs Code. The Service Provider shall also guarantee that IT Equipment has been manufactured and assembled/installed (if required by the Agreement) in accordance with occupational health and safety, fire safety, environmental regulations and any other requirements of European Union and of the Republic of Lithuania.
- 8.2. If for the purpose of execution of the present Agreement the Service Provider is under obligation to assign (sell) or transfer IT Equipment to the Customer on any other legal grounds, such IT Equipment must be new and unused and meet requirements established in Clause 8.1 hereof.
- 8.3. Additional requirements for IT Equipment may be indicated in STC or attachments hereto.
- 8.4. Service Provider shall assume full liability for IT Equipment provided to/used by the Customer and the Customer shall not assume liability for any losses of or damage to IT Equipment, unless the Service Provider proves that such losses or damage occurred through the Customer's fault.
- 8.5. Service Provider shall maintain IT Equipment in safe and clean environment.
- 8.6. Under Customer's request Service Provider at its own cost and immediately shall:
  - 8.6.1. remove any Hardware which is dangerous, malicious, does not meet requirements of the Agreement and/or legal acts from the Customer's territory;
  - 8.6.2. replace inadequate Hardware with suitable one.

## **9. SAFETY AT WORK**

- 9.1. The Service Provider undertakes to comply with the provisions of this Agreement, the regulations of the European Union and the Republic of Lithuania and Customer's internal regulatory documents applicable to the Service Provider's work, health & safety, environmental, fire safety and other issues. If the Service Provider has to enter Customer's territory for the purpose of the provision of Services hereunder, the Service Provider must, prior to proceeding with Services, undergo mandatory introductory safety briefing, if applicable, and get familiar with Customer's internal regulatory documents as well as ensure adherence by its employees to such requirements.
- 9.2. Under request by the Customer, the Service Provider shall pay a penalty of 300 EUR (three hundred euro) for each case of violation of occupational safety, environmental, waste management and hygiene regulations as well as gambling by the Service Provider's employees.
- 9.3. If within the Customer's territory the Service Provider's employees are found in state of intoxication with alcohol or smoking in non-smoking areas or committing a theft of the Customer's or any other persons' property within the Customer's territory, the Service Provider's employees at fault shall be instructed to leave the territory, banned from further entry and deprived of any ID badges. Under request by the Customer, the Service Provider shall pay the Customer a penalty of 1500 EUR (one thousand five hundred euro) for each



- case of such violation. In addition, the Service Provider shall fully reimburse for the damage suffered by the Customer as a result of the above actions.
- 9.4. If a Service Provider's employee enters and/or drives into the protected territory or protected facilities of the Customer using another person's electronic ID badge, the Service Provider shall pay the Customer, on demand, a penalty of 300 EUR (three hundred euro) for each case of such violation.
  - 9.5. Under request by the Customer, the Service Provider shall pay the Customer a penalty of 600 EUR (six hundred euro) for each violation of internal regulations of the Customer including but not limited to its Pass System Regulations.
  - 9.6. Under Customer's request, for every lost or physically damaged ID badge Service Provider shall pay a penalty in the amount of 14 EUR (fourteen euros) irrespective of the duration of use.

## 10. FORCE MAJEURE

- 10.1. Neither of the Parties shall be liable for failure to perform or improper performance of the Agreement where such failure to perform or improper performance reasonably results from negative effects of force majeure event as defined herein and if the affected Party proves it.
- 10.2. Force majeure referred to herein shall mean any event or occurrence (or combination thereof) that substantially restricts or prevents the performance of this Agreement by the Party and which is reasonably beyond such Party's control. The causes of force majeure may be in particular:
  - 10.2.1. war (either declared or not), civil war, riots and revolts, acts of piracy and sabotage;
  - 10.2.2. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
  - 10.2.3. boycotts, strikes and lock-outs of all kinds, go-slows resulting from strikes, occupation of factories, premises, machines or any kind of installations of such factories and/or associated infrastructure or logistic facilities, as well as boycotts, strikes and lock-outs of all kinds, go-slows resulting from strikes, occupation of railway infrastructure, and work stoppages which occur in the enterprise of the Party seeking relief, provided that if the settlement of a labor strike or lockout or any other kind of labor dispute is not within the reasonable control of the Party affected by it, such Party shall not be obliged to settle a strike, lockout, or other labor dispute on terms contrary to its wishes; or
  - 10.2.4. actions or inaction by Lithuanian and foreign institutions such as state, public administration authorities or other national or international institutions or organizations, in particular that of EU and UNO, in the form of bans or any other economic measures which did not exist at the time of conclusion of the present Contract or inability of the same to act properly, seizure of the Party's property without its fault or any other unlawful restriction of its rights to manage, use or dispose of its property initiated by national or local authorities or third persons.
- 10.3. Lack of goods, human resources, etc. in the market required for the execution of this Agreement or lack of required financial resources by the Party shall not be treated as force majeure.
- 10.4. The Party which is unable to proceed with its obligations due to force majeure shall:
  - 10.4.1. Notify the other Party thereof as soon as possible but in any case no later than within 7 (seven) working days after the occurrence of force majeure event;
  - 10.4.2. Provide appropriate evidence of the occurrence of force majeure (e.g. certificate issued by the Chamber of Commerce and Industry in the respective country, etc.). After force majeure circumstances are over, the other Party shall be notified thereof immediately.
- 10.5. If the affected Party fails to follow the provisions given in Clause 10.4 of the present article, such Party shall not be entitled to refer to force majeure circumstances.
- 10.6. The Parties shall use their reasonable efforts to mitigate in good faith the effects of force majeure event and to cooperate in developing and implementing a plan of remedial action and reasonable alternative measures to remove the effects of the force majeure event.
- 10.7. Fulfillment of the obligations under the Agreement shall be suspended for the duration of force majeure. If force majeure circumstances persist for more than 1 (one) month, either Party shall be entitled to terminate the Agreement upon written notice thereof to the other Party.

## 11. CONFIDENTIALITY

- 11.1. The Parties will provide each other with any information (either verbal, written or expressed in any other form if made available visually or by means of technical devices) which is necessary for proper performance hereunder (hereinafter referred to as Information). The Information shall include any written and/or verbal information either directly or indirectly related to the Parties, other Party group companies and their counterparties which is either directly or indirectly made available by the Parties to each other or otherwise obtained by them while performing hereunder. The Information shall be intended for and may be used solely in the interests of the Parties. The Parties acknowledge that the Information made available to them hereunder is confidential, unless Agreement expressly provides for otherwise.
- 11.2. Nondisclosure obligations shall not apply to the Parties provided that:
  - 11.2.1. such Information is in the public domain or has entered the public domain by ways other than unauthorized disclosure or breach of this Contract;
  - 11.2.2. such Information has been disclosed by a third party without any breach of nondisclosure commitments;
  - 11.2.3. respective Party notifies the other Party in writing that its some specific Information is not confidential. In case of any doubts as to whether some particular Information is confidential or not, the Parties shall consider and treat such information as confidential until the Parties notify each other otherwise.
- 11.3. To the extent concerning the Information disclosed hereunder, the Parties including all their staff shall:



- 11.3.1. keep (store and use) the Information in compliance with the reasonably applicable confidentiality assurance measures, as prescribed by the present Agreement and legal acts, in order to protect the Information against unlawful use, transfer, disclosure of or unlawful access to such. The Parties shall not have the right to copy or record and store the Information in their systems unless it is reasonably required for due performance hereunder. The Parties shall immediately notify each other of any violation of information protection rules or unauthorized disclosure or use of the Information;
- 11.3.2. Disclose Information or part thereof only to their staff and other persons including, in particular, auditors, consultants and subcontractors, directly related to the purpose for which Information was disclosed to them and shall impose on the above mentioned persons an obligation to protect Information and keep its confidentiality under at least the same terms and conditions as stipulated herein throughout the term of this Agreement as well as for the period of protection after termination, expiry or cancellation of this Agreement or impairment of its legal effects. The Parties shall bear full responsibility for the acts or omissions of the persons who have been provided with access to the Information, including financial liability.
- 11.4. The Party may at any time restrict access to the Information by the other Party. Information remains the property of the Party and whenever requested by it the other Party shall return all Information held by it on any material media including electronic information storage medium to the requesting Party or destroy all Information if so instructed by the requesting Party.
- 11.5. In case of loss or disclosure of Information by the Party in the manner other than established herein, it shall immediately notify the other Party hereof and make all efforts to regain the lost or wrongfully, unreasonably disclosed Information.
- 11.6. After the expiry of the present Agreement, the Party shall under other Party's written request, to the maximum practicable extent, return or destroy all Information of the other Party held by it, including all documents, articles, drawings, descriptions, diagrams or any other material expressed and stored in any other form, as well as copies of the same, unless provided for otherwise herein.
- 11.7. The obligation to maintain the confidentiality of Information shall be binding throughout the term of this Agreement as well as for 10 (ten) years after its termination, expiry or cancellation or impairment of its legal effects or completion of Services, unless the Parties hereto agree in writing otherwise.
- 11.8. Should it be necessary, in connection with performance of this Agreement, to provide one Party with access to, or to transfer to this Party personal data within the meaning of Law on Legal Protection of Personal Data of the Republic of Lithuania, before processing such data the Parties shall be obliged to conclude an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.
- 11.9. In the event of unauthorized disclosure by the Party of Information to any third parties either by malice, carelessness, action or omission or loss of such Information, the Party shall be under obligation to compensate any damages to the other Party resulting from unauthorized disclosure and/or loss of Information.
- 11.10. Where, for the purpose of due performance hereunder, it is necessary to disclose a commercial (production) secret or any other highly confidential information of the Party or confidential information of any other Party group company, a separate nondisclosure agreement may be concluded between the Parties.
- 11.11. The Parties agree that after the signature of Services Handover and Acceptance Statement any confidential information related to Services or provision thereof made available by Service Provider and/or information which makes commercial secret including but not limited to methods of operation, ideas, concepts, principles, know how shall be no longer treated as confidential. Service Provider shall after the signature of Services Handover and Acceptance Statement grant the Customer with free, unlimited, unconditional and irrevocable right to use information mentioned herein in its business for any purpose at its own discretion including the right to disclose it to any third parties without Service Provider's consent. The Parties agree that the rights granted to the Customer as referred to herein shall not be restricted by any unilateral request by the Service Provider expressed in any form to treat information mentioned in the present Clause as confidential unless the Customer clearly and explicitly agrees in writing to treat some specific information made available by the Service Provider as confidential. In case of dispute between the Service Provider and the Customer regarding confidentiality of information referred to in this Clause, it shall be deemed that in any case all such information after the signature of Services Handover and Acceptance Statement is not and will not be treated as confidential.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. From the moment of handover and acceptance of Services, the Service Provider shall grant, free of charge, a non-exclusive, unlimited and irrevocable right, unless STC provide for otherwise, to use any object of the Agreement (result of Services) subject to intellectual property rights in the Customer's business including without limitation operation, maintenance, repair, upgrade, renewal, etc. These rights shall be transferred to the Customer without any formal procedures.
- 12.2. This right shall include the right to modify related technical documentation as needed, to use it in the way typical and normal to this specific type of documentation, with due account of the purpose for which it has been developed, including the right to copy and save documents in any method selected by the Customer, without the limitation of the number of copies, as well as to disseminate documentation or any part thereof in required scope to other parties related to the use, repair or maintenance of the object of the Agreement (result of Services).
- 12.3. For the avoidance of any doubt, Service Provider hereby explicitly agrees that the Customer is entitled to make, use or license any possible derivative documents related to technical documentation which may be

- developed by the Customer for the use, repair, maintenance and modification of the object of the Agreement (result of Services). This right shall not be assignable to any third parties.
- 12.4. Service Provider hereby declares and warrants that Services provided by it are free of any applicable and binding patents or other industrial property rights as well as copyrights or any related rights or know how rights of third parties that could be breached by the Customer.
- 12.5. Service Provider furthermore confirms that should any of the rights related to Services as referred to above occur or become known, Service Provider shall at its own expense undertake all required measures (including obtainment of required approvals, permits, etc.) to enable the Customer, after the moment of completion of Services, to dispose and use the Services subject to intellectual property rights for its business or any related purpose without any restrictions, time limitations and free of charge.
- 12.6. Within the meaning of this Article, Services shall be also deemed to be related Services provided by Service Provider and deliverables thereof as well as goods, if any provided under the Agreement.
- 12.7. Service Provider shall hold the Customer harmless from any demands or claims (including of third persons) concerning violation of rights referred to above herein and indemnify it against any costs (including penalties, charges, attorney's fees) and payments provided that the Customer notifies the Service Provider of such demands or claims. Service Provider undertakes to clear out the circumstances of such demands and requests and defend the interests of the Customer accordingly.
- 12.8. Should the Customer be involved in legal disputes, Service Provider shall indemnify the Customer against any losses and /or damages (including litigation costs) in relation to any requirements arising from violation of intellectual property rights or alleged violation thereof (including defense in case of alleged violation), except for the cases when such violation (alleged violation) is due to the fault of the Customer.

### **13. LIABILITY**

- 13.1. The Parties undertake to fulfill their obligations hereunder in a due manner and refrain from any actions which may cause damage to the other Party or impede the performance of its obligations.
- 13.2. Provision of Services within the time limits established in the Agreement is the material condition of the Agreement. In case provision of the Services is in delay for whatever reason, the Service Provider shall pay default interest at the rate of 0.05 percent of the value of the delayed Services for each day of delay. Where delayed provision of Services or any part thereof by the Service Provider prevents the Customer from undertaking the activities for which the Services were intended, default interest shall be charged upon the total Service price. The Service Provider hereby acknowledges the significance of timely provision of Services hereunder and agrees that the default interest established herein shall be deemed to be a minimum and reasonable remedy for the Customer's losses.
- 13.3. When requested by the Customer, the Service Provider shall pay a penalty of 300 EUR (three hundred euros) for each case of violation of Public Company ORLEN Lietuva pass system regulations by the Service Provider's employees.
- 13.4. In case of failure to perform and/or improper performance of obligations provided in Article 11 'Confidentiality', the Service Provider under request by the Customer shall pay a penalty of 1000 EUR (one thousand euros) for each case of violation.
- 13.5. Service Provider shall be liable for the correctness of Information and shall reimburse all costs to the Customer related to the correction of Information if Service Provider fails to correct mistakes within the time limits established by the Customer as well as compensate all losses resulting from the use of such Information in the activities of the Customer and/or Customer's Group Company provided that such use causes damage to IT Equipment, impairs work efficiency, performance and alike of the Customer and/or Customer's Group Company. Service Provider shall be released from such liability if respective Information has been provided by the Customer and/or Customer's Group Company.
- 13.6. The Service Provider shall indemnify the Customer for all losses incurred by the Customer due to damage caused to any third party or the environment when providing the Services.
- 13.7. In case losses incurred by the Customer as a result of breach and/or inadequate performance of the Agreement by the Service Provider exceed the total amount of penalties, the Customer shall be entitled to claim damages and, respectively, the Service Provider shall be obliged to compensate losses, damage, additional expenses (including payables to third parties, lost revenue, penalties imposed by authorities and alike). In any case, Service Provider's liability shall not exceed the value of this Agreement.
- 13.8. If the Customer fails to pay for the duly rendered and accepted Services within the time limits agreed by the Parties, the Customer shall pay the Service Provider a default interest at the rate of 0.02 percent of the outstanding amount due for each day of delay however to the maximum of 10 10 % of the overdue amount.
- 13.9. The Customer shall have the right to deduct all and any amounts of penalties (default interest, fines, penalties) payable by the Service Provider from the amounts payable to the Service Provider by informing the Service Provider on such deduction made.
- 13.10. Settlement of penalties or damages hereunder shall not release the Service Provider from its obligations under the Agreement.

### **14. VALIDITY**

- 14.1. Agreement shall be deemed concluded upon mutual signing of the documents proving such conclusion unless otherwise provided in STC. After signing the Agreement, all previous agreements and communications (verbal and written) between the Parties with regard to the Agreement shall become null and void.

- 14.2. Any modifications of and amendments to the Agreement shall be effective only when made in writing and signed by both Parties to the Agreement; such shall be binding upon the Parties until full discharge of their obligations hereunder.
- 14.3. Once concluded, the Agreement shall remain effective until complete fulfillment of mutual obligations by the Parties or for the period agreed by the Parties, i.e. as agreed in STC.
- 14.4. The obligations of the Parties which, in their essence, survive the Agreement expiry, such as provisions regulating liabilities, financial settlement, etc. shall remain effective until complete discharge thereof.
- 14.5. If any provision of the present Agreement is or becomes fully or partially invalid, such a provision shall not affect the remaining provisions of the Agreement provided that it is to be assumed that the Agreement would have been concluded even in the absence of such invalid provision (or part thereof). In such case, the Parties agree to conclude as soon as possible an additional agreement regarding replacement of invalid provisions of the Agreement with other legally enforceable ones that are as close as possible to the legal and economic effect of the original provisions of the Agreement.
- 14.6. The Parties agree that this Agreement or any amendments or supplements thereto as well as Agreement execution documents can be sent by fax or electronic means of communication using the contacts indicated by the Parties in STC only, i.e. to the respective e-mail addresses or fax numbers. Only the documents that have been sent and received to the indicated email addresses or fax numbers shall be considered original by the Parties, and the original copies shall not be exchanged, unless otherwise agreed in STC. The Parties hereby confirm that the electronic means of communication such as email addresses and fax numbers used by the Parties belong to the Parties, and that they are protected against any unauthorized access by third persons and that the protection of text is properly ensured and the signatory of the Party is identifiable.

## 15. DRAWBACKS IN PERFORMANCE

- 15.1. Service Provider shall immediately notify the Customer in writing on any circumstances hindering or likely to hinder the Service Provider from completing the Services within the established time limits.
- 15.2. In case of Non-Conformity/Drawback or Significant Non-Conformity/Drawback, Service Provider shall:
  - 15.2.1. undertake all possible measures and use all available resources for the elimination of Non-Conformity/Drawback or Significant Non-Conformity/Drawback, prevention thereof in the future and shall immediately notify the Customer;
  - 15.2.2. develop plan for the elimination of Non-Conformity/Drawback or Significant Non-Conformity/Drawback (hereinafter - Plan) if such elimination requires more than 12 hours;
  - 15.2.3. observe the time limits established in the Plan.
- 15.3. The Customer holds the right but not obligation to initiate or develop the Plan.
- 15.4. In case of Malfunction or Problem, the Service Provider shall:
  - 15.4.1. immediately undertake all reasonable measures for the elimination of Malfunction or Problem, prevention thereof in the future;
  - 15.4.2. immediately notify the Customer and responsible third parties if the elimination of Malfunction or Problem is beyond the capacity of Service Provider and/or required technical possibilities are not available to the Service Provider;
  - 15.4.3. cooperate with the Customer and/or Customer's Group Company and/or responsible third parties in the process of elimination of Malfunction or Problem.
- 15.5. In case of Security Incident or its potential risk, the Service Provider shall:
  - 15.5.1. undertake all possible measures and use all available resources for the elimination of Security Incident, prevention thereof in the future and shall immediately notify the Customer;
  - 15.5.2. isolate and neutralize IT Equipment affected by Malicious Software and if IT Equipment is under the disposition by the Customer immediately notify the Customer;
  - 15.5.3. exploit all reasonable efforts to retain Information, protect it from unauthorized misappropriation by third parties and if Information was damaged or lost either in full or in part - restore it within reasonable period of time, if possible;
  - 15.5.4. identify the causes of Security Incident and persons at fault, if possible.
- 15.6. If after the notice on existing Significant Non-Conformity/Drawback, Malfunction, Problem or Security Incident the Service Provider fails to undertake immediate remedies within the time limits established by the Customer, the Customer shall be entitled to undertake required measures to remove existing Significant Non-Conformity/Drawback, Malfunction, Problem or Security Incident at Service Provider's expense and risk. This, however, shall not release the Service Provider from its obligations hereunder.
- 15.7. The Customer shall be entitled to claim for recovery of payment made and to withdraw from the Agreement if the Customer considers that drawback in the performance of the Agreement constitutes a material breach.

## 16. TERMINATION

- 16.1. This Agreement may be terminated:
  - 16.1.1. by agreement between the Parties (Clause 16.2 hereof);
  - 16.1.2. by Customer's initiative (Clauses 16.3. – **Error! Reference source not found.** hereof);
  - 16.1.3. by Service Provider's initiative (Clauses 16.6. – 16.7 hereof).
- 16.2. The Parties shall have the right to terminate the Contract by mutual agreement.
- 16.3. The Customer shall be entitled to terminate the Agreement in the following cases subject to 10 (ten) calendar days prior written notice to the Service Provider, unless a different period of notice is set in the Agreement and if the breach is not remedied within the period of notice:

- 16.3.1. Bankruptcy and liquidation proceedings have been initiated against the Service Provider; the Service Provider has terminated its business activities, etc.;
- 16.3.2. Changes have been made to the Service Provider's legal status, organizational & management structure and this may affect the performance under this Agreement;
- 16.3.3. Service Provider fails to remove Significant Non-Conformity/Drawback within the established time limits and/or fails to observe the Plan, fails to remedy Security Incident, Malfunction, Problem or fails to execute any other obligations established in Article 15 hereof;
- 16.3.4. The Service Provider fails to comply with deadlines specified in the Agreement;
- 16.3.5. In case referred to in Clause 20.2 hereof;
- 16.3.6. Service Provider fails to fulfill any other obligations and this constitutes a material breach of the Agreement (including *inter alia* the provision of poor quality Services more than once, failure to provide required documents, etc.);
- 16.3.7. Any other legal incapacity hindering the performance of the Contract by the Service Provider;
- 16.3.8. In any other cases, whether or not defined in the Agreement, that by their nature are to be deemed a material breach of the Agreement (on the grounds established in the Civil Code of the Republic of Lithuania).
- 16.4. The Customer shall have the right to unilaterally terminate the Agreement without giving the reasons for that, upon written notice to the Service Provider 30 (thirty) calendar days in advance.
- 16.5. The Parties acknowledge that the Customer has the right to unilaterally terminate the Contract even though the delivery of Services by the Supplier is already in progress. In this case the Customer is bound to pay to the Supplier part of the agreed price in proportion to the actually delivered Services, and if the paid amount exceeds the price of delivered Services, the Supplier undertakes to pay back the price difference to Customer.
- 16.6. Termination of the Agreement shall retain the Customer's right to claim for compensation of damages, penalties arising out of default on or inadequate performance under the Agreement, as well as for deduction of such amounts from the amounts payable to the Service Provider.
- 16.7. The Agreement may be terminated on the basis of an agreement of the Service Provider with the Customer for important reasons only. Such agreement shall specify the reasons for termination, the date of termination as well as other conditions of termination, liability and financial settlement between the Parties.
- 16.8. When the Agreement is terminated through the fault of the Service Provider or at its initiative without any fault on the side of the Customer, the Service Provider shall pay the Customer a penalty in the amount equal to 3 percent of the price of the Agreement specified in STC, and compensate for the Customer's losses resulting from such termination.
- 16.9. Upon the termination or expiry of the Contract, its provisions relating to liability, financial settlements and other provisions, which by their nature survive the termination of the Contract, shall remain in force until they are fully discharged by the Parties.
- 16.10. Upon proper completion of the performance of the Agreement or its termination, the Service Provider shall immediately vacate the premises within the Customer's territory, if such were provided, and take all IT Equipment if such was delivered and does not belong to the Customer. Returned premises must be of adequate condition, taking into account normal wear, otherwise the Service Provider shall be under obligation to reimburse all costs related to the restoration of the condition of such premises.

## 17. NOTICES

- 17.1. All notices between the Parties in relation to this Agreement shall be executed in writing and considered delivered if sent by registered post, fax or e-mail or delivered to the address of the Parties specified in the Agreement or to any other address communicated by the Party in writing to the other Party, or by any other means of delivery enabling to track the sending and receipt of notice.
- 17.2. Any written notice sent by post shall be deemed received no later than within 5 (five) calendar days after its sending, irrespective of whether the notice has been delivered to the other Party personally or to the addresses of the Parties specified in the Agreement or to any other address communicated in writing by one Party to the other Party.
- 17.3. If written notice is handed over to the other Party against signature, such notice shall be deemed received on the day of handing.
- 17.4. Written notices sent by fax or email by 5:00 PM shall be deemed received on the day they were sent. Written notices sent by fax or email after 5:00 PM or on no-working days shall be deemed received on the nearest working day following the day they were sent.
- 17.5. The Parties shall within 5 (five) working days notify the other Party and agree on the matters arising from execution of obligations hereunder if bankruptcy, restructuring, reorganization or liquidation procedures are initiated with respect to any of the Parties hereto.
- 17.6. The Parties shall undertake to immediately inform each other about any actions in rem that may affect their performance under the Agreement.
- 17.7. The Parties to the Agreement undertake to inform each other within 5 (five) calendar days about any changes to their legal addresses, contact data, bank details or other significant data (as specified in the Agreement) that may affect performance under the Agreement.

## 18. EXTERNAL COMMUNICATION

- 18.1. Service Provider shall not be entitled to use the name, trademarks, logo of Public Company Lietuva in its website, lists of business partners, brochures, advertisements or in any other marketing or advertising

materials without prior written consent of the Customer. Service Provider, seeking to use the Customer's information referred to herein, together with request shall present the draft of material where such information would be used.

- 18.2. Without separate written consent of the Customer Service Provider is also not entitled to communicate and disclose any information related to the execution of this Agreement to mass media (press, radio, television, internet). Service Provider, seeking to communicate and disclose information referred to herein, together with request shall present the draft of public release where such information would be used.

## **19. DISPUTE SETTLEMENT**

- 19.1. Any rights and obligations of the Parties not mentioned herein as well as any other mutual relations arising out of this Agreement shall be governed by the law of the Republic of Lithuania.
- 19.2. All disagreements and disputes arising out or related to this Agreement shall be settled by mutual negotiation and in case to reach an agreement within a reasonable period of time shall be referred to:
- 19.2.1. court with jurisdiction over the Customer's registered office and resolved as prescribed by the law of the Republic of Lithuania if Service Provider is an entity of the Republic of Lithuania or Service Provider is not an entity of the Republic of Lithuania and the amount of dispute does not exceed 150 000 EUR (one hundred fifty thousand euros);
- 19.2.2. Vilnius Court of Commercial Arbitration and resolved as prescribed by its rules when Service Provider is not an entity of the Republic of Lithuania and the amount of dispute exceeds 150 000 EUR (one hundred fifty thousand euros). The number of arbitrators shall be 3 (three). The venue of arbitration proceedings shall be Vilnius, the Republic of Lithuania. The language of arbitration proceedings shall be Lithuanian; if needed - Lithuanian with translation into English.

## **20. ACKNOWLEDGEMENTS AND GUARANTEES**

- 20.1. The Parties make the following representations and guarantees to each other:
- 20.1.1. The Party has been duly established and operates legally as prescribed by the legislation of the country of its registered office;
- 20.1.2. The Party has performed all legal actions necessary for proper conclusion and validity of the present Agreement;
- 20.1.3. By entering into this Agreement, the Party has not exceeded the limits of its competence and has not contravened any binding law, rule, regulation, statute, court order, article, covenant or arrangement binding on it;
- 20.1.4. Representatives of the Parties who signed this Agreement are duly authorized by the parties for this purpose and their personal data required for proper conclusion of this Agreement is not treated as confidential;
- 20.1.5. The Party is not aware of any future legal changes that could affect the performance by the Party hereunder;
- 20.1.6. In the cases where they are bound to do this under the Agreement, they have provided to each other all information (documents) necessary for either Party to evaluate the other Party's activities, economic and financial standing, also that such information is accurate and correct;
- 20.1.7. The Agreement constitutes the Party's valid, legal and binding obligation, enforceable against such Party in accordance with its terms and conditions;
- 20.1.8. The terms and conditions of the Agreement are clear and enforceable;
- 20.1.9. Neither the entry into this Agreement nor execution of obligations by the Customer or Service Provider hereunder conflicts or violates: (i) any decision, order, decree or instruction by court, arbitration, state or local authority binding upon the Party; (ii) any other agreement, contract or any other understanding binding upon and entered by respective Party; (iii) any law or regulation applicable to any of the Parties.
- 20.2. Service Provider confirms that:
- 20.2.1. It holds all statutory permits, licenses, staff, organizational and technical resources required for performance hereunder;
- 20.2.2. It included all costs into the price of the Agreement required for performance hereunder and assumes any risks of potential increase of its costs related to performance hereunder through no fault of the Customer and/or potential increase of the complexity of performance hereunder with the exclusion of what is specified in STC;
- 20.2.3. It is aware or until the start of performance hereunder will make itself aware of all internal legal acts of the Customer important for proper execution of its obligations hereunder and shall duly observe the same;
- 20.2.4. It has never paid or offered the payment and will never pay, either during the validity of this Agreement or after its expiration, any amounts and will not provide any financial benefit to the Customer's representatives and/or staff for the entry into this Agreement or any other actions which could give rise to the conflict of interests and undertakes to refrain from any actions or transactions which are not in line with laws and regulations on prevention of corruption and money laundering of the Republic of Lithuanian and of the European Union.
- 20.3. The Customer represents that it will accept Services and deliverables duly and timely provided hereunder and shall make settlements for them.
- 20.4. Should it turn out that any confirmations, representations and/or statements of the Parties referred to herein are false and/or misleading, the Party shall be under obligation to compensate any losses incurred by the other Party due to such false and/or misleading confirmation, representation and/or statement.

## **21. MISCELLANEOUS**

- 21.1. All issues on which the Agreement is silent shall be governed by the laws of the Republic of Lithuania.

- 21.2. The Agreement has been made in 2 (two) copies of equal legal effect, one copy for each Party.
- 21.3. Where the Agreement has been made in two - the Lithuanian and a foreign - languages, the Lithuanian version shall prevail in cases of any discrepancies between the wordings, unless STC provide for otherwise.
- 21.4. The Parties represent that they have read the Agreement, understood its contents and consequences, and hereby accept the Agreement as meeting their true will and intentions.

## **22. ATTACHMENTS**

- 22.1. Rules, regulations referred to in the Agreement by the Customer and any other documents to be familiarized by the Service Provider are available in Customer's website:  
<http://www.ornlietuva.lt/LT/OurOffer/Forcontractors/Puslapiai/default.aspx>.
- 22.2. If, when performing the Agreement, the regulations/procedures and/or forms indicated in the present section are subject to any amendments by the decision of the Customer, i.e. new wordings of such regulations/procedures and/or forms are approved, the Service Provider shall follow the new revisions of respective regulations/procedures and/or forms. The Customer shall inform the Service Provider in writing of any new revisions of such regulations/procedures and/or forms.
- 22.3. The Service Provider hereby confirms that it had the possibility to and familiarized itself with the above listed Attachments, and agrees with the requirements established therein. These Attachments shall constitute an integral part of the Agreement.