

**FORM OF AGREEMENT**

**IN RESPECT OF**

**A CONTRACT BETWEEN**

***AB Amber Grid***

**(known as the PARTICIPANT)**

.....

**and**

**Phillip Townsend Associates Ltd  
(known as the CONSULTANT)**

.....

**AND GIVEN THE REFERENCE/CONTRACT NUMBER**

***GTBI 100119C***

**THIS AGREEMENT is made the ..... of .....2018**

**AB Amber Grid** whose registered office is at Savanoriu pr. 28, LT-03116 Vilnius, Lithuania.

(known as **the PARTICIPANT**)

AND

**Phillip Townsend Associates Ltd** (known as the **CONSULTANT**) whose registered office is at West Davidson House, Forbury Square, Reading, RG1 3EU, United Kingdom.

WHEREAS **the PARTICIPANT** wishes certain services described in the documents referred to in paragraph 1 below to be performed by the **CONSULTANT** ("**the SERVICES**").

AND WHEREAS **the CONSULTANT** represents that it is fully experienced, qualified, able, and willing to supply the **SERVICES** subject to and in accordance with the documents referred to in paragraph 1 below.

NOW IT IS HEREBY AGREED as follows:

1. The following documents ("**the CONTRACT**") shall be read as one and shall constitute the entire agreement between the Parties with respect to the **SERVICES** and shall prevail over and supersede all prior agreements, understandings, statements, commitments and communications between the Parties with respect to the **SERVICES**, and neither Party shall be bound by any of the foregoing not appearing in or incorporated by specific reference into the **CONTRACT**:
  - i. this Form of Agreement
  - ii. the attached Conditions of Contract for Benchmarking Consultancy
  - iii. the attached Project Memorandum "Gas Transmission Benchmarking Initiative (GTBI)" including Appendix A.
2. Terms and expressions used in this Form of Agreement shall have the meanings given to them in the **CONDITIONS OF CONTRACT FOR BENCHMARKING CONSULTANCY**.
3. This Form of Agreement may be executed in any number of counterparts with the same effect as if the signatures on the counterparts were upon a single engrossment of the Form of Agreement, and shall be deemed fully executed at the time at which it has been executed by the last party to so execute.
4. No amendment or addition to the **CONTRACT** shall be binding on the Parties unless in writing and signed on behalf of each of the Parties provided above by their duly authorised representatives.
5. This **CONTRACT** shall commence on the date of execution of this agreement ("**the COMMENCEMENT DATE**") and shall continue for 3 further years (**the "INITIAL PERIOD"**), unless extended for an "**ADDITIONAL PERIOD**" or

unless earlier terminated by any parties pursuant to the provisions of the **CONTRACT**.

6. All payments due under or in respect of the **CONTRACT** shall be made in British Pounds Sterling (“**the CURRENCY**”).
7. The neuter singular gender throughout this **CONTRACT** shall include all genders and the plural and the successors or permitted assigns to the Parties.
8. The **CONTRACT** shall be governed by and construed in accordance with Swiss Law and the **PARTICIPANT** and the **CONSULTANT** hereby agree to submit to the exclusive jurisdiction of the Commercial Court of Zurich (Switzerland).
9. IN WITNESS whereof the Parties have caused this **CONTRACT** to be signed for and on the behalf by the Signatories below whom have been duly authorised to do so by the **PARTICIPANT** and the **CONSULTANT** respectively.

**For and on behalf of AB Amber Grid**

**Witness**

Signature:

Signature:

Name:

Name:

Title:

Title:

**For and on behalf of Phillip Townsend Associates Ltd.**

**Witness**

Signature:

Signature:

Name: Brad Wood

Name:

Title: Managing Director

Title: