

DRAFT OF THE TECHNICAL SPECIFICATIONS

1. TERMS AND ABBREVIATIONS

- 1.1. **'Procurement'** means the procurement of legal services aimed at concluding the Preliminary Contract.
- 1.2. **'Company'** means Lietuvos Energija, UAB, a private limited liability company established in accordance with the laws of the Republic of Lithuania, legal person identification number: 301844044, VAT payer number: LT100004278519, registered office address: Žvejų g. 14, Vilnius, the Republic of Lithuania.
- 1.3. **'Group Undertaking(s)' or 'Group'** means the Company and/or a legal person(s) controlled by it either directly or indirectly.
- 1.4. **'Supplier'** means an economic entity who is a natural person, private or public legal entity, another organisation or division thereof or a group of such persons.
- 1.5. **'Preliminary Contract'** means the contract(s) being concluded between the Successful Tenderer in the Procurement and the Company, on the grounds whereof the resumed competition will be conducted between the Suppliers who signed the Preliminary Contract.
- 1.6. **'Resumed Competition'** means the competition among the Suppliers for the conclusion of the Principal Contract carried out in accordance with the conditions and procedure laid down in legal acts, the Procurement Terms, and the Preliminary Contract, which has been resumed by a decision of the Company.
- 1.7. **'Principal Contract'** means the principal procurement contract to be concluded on the basis of the Preliminary Contract, and in accordance with the procedure established therein and in the Procurement Terms, between the Company and one of the Suppliers who has become the Successful Tenderer in the Procurement and/or the principal procurement contract regarding the provision of the Services. The Principal Contract may be concluded verbally when the value of such a contract is lower than EUR 3,000.
- 1.8. **'Order'** means the information on the specific Services to be purchased and the procedures to be applied that is provided during the Resumed Competition Procedure by the Company to the Suppliers with whom the Preliminary Contracts are concluded and which shall be taken into account by the Supplier when submitting a tender during the Resumed Competition Procedure.
- 1.9. **'Technical Specification'** means this document.
- 1.10. **'Conflict of Interests'** means a situation when the interests of the existing clients of the Service Provider (its advocates, associate advocates, other employees, members (partners), other persons engaged in legal practice in the same working place or in another working place using the same trade mark) who are third parties and those of the Company and/or any of the Group Undertakings are or may be contradictory during the Procurement Procedures and the validity of the Preliminary Contract as well as when the provision of the Services to the Company or a Group Undertaking may entail risk of the infringement of obligations of confidentiality, loyalty, operation exclusively in the interests of the Company or any Group Undertaking, or obtaining of unjustified advantage. Under a situation of a Conflict of Interests or a potential situation of a Conflict of Interests, the Company or the respective Group Undertaking shall have the right to allow the Supplier to provide specific Services to the Company.
- 1.11. **'Services'** means the legal services described in this Technical Specification below.
- 1.12. **'Overheads'** means the unavoidable costs of international trips to the place of the provision of the Services and accommodation at the place of the provision of the Services incurred by the specialists of the Supplier during the provision of the Services as well as the unavoidable costs incurred by the Service Provider in the course of the provision of the Services (such as fees of notaries, bailiffs, public administration entities or state taxes, charges, and fees, fees and charges for the use of state registers and other databases, costs of the translation, certification, and apostillation of documents, etc.).

2. OBJECT OF PROCUREMENT

- 2.1. Legal services (legal consultations (advice on legal issues), the drafting of documents of legal significance, representation on legal issues, and defence and representation in proceedings) in the field

of business law within the scope as defined in detail in Chapter 4 of the Technical Specification. The Object of Procurement is divided into the following lots:

2.2.1. Lot I: legal services (legal consultations (advice on legal issues), the drafting of documents of legal significance, representation on legal issues, and defence and representation in proceedings) in the field of business law in accordance with the law of the Republic of Bulgaria, the Czech Republic, the Republic of Estonia, the Republic of Poland, the Republic of Latvia, the Republic of Lithuania, Romania, the Slovak Republic, Ukraine, and Hungary;

2.2.2. Lot II: legal services (legal consultations (advice on legal issues), the drafting of documents of legal significance, representation on legal issues, and defence and representation in proceedings) in the field of business law in accordance with the law of Ireland, the Republic of Austria, the Kingdom of Belgium, the Kingdom of Denmark, the Hellenic Republic, the Kingdom of Spain, the Italian Republic, the United Kingdom of Great Britain and Northern Ireland, the Republic of Cyprus, the Republic of Croatia, the Grand Duchy of Luxembourg, the Republic of Malta, the Kingdom of the Netherlands, the Kingdom of Norway, Portugal, the French Republic, the Republic of Slovenia, the Republic of Finland, the Kingdom of Sweden, and the Federal Republic of Germany.

3. SCOPE OF THE OBJECT OF PROCUREMENT

3.1. The preliminary number of working hours of the Services to be purchased shall be at most 6,300 (six thousand, three hundred) hours, out of which:

3.1.1. For Lot I of the Procurement: at most 3,550 (three thousand, five hundred and fifty) hours;

3.1.2. For Lot II of the Procurement: at most 2,750 (two thousand, seven hundred and fifty) hours.

3.2. The Company has the right to purchase the Services according to need and does not undertake to purchase the whole quantity of the Services specified in this Technical Specification.

3.3. The period of validity of the Preliminary Contract shall be 1 (one) calendar year with the option to extend its period of validity for another calendar year. The maximum number of possible extensions shall be 3 (the period of validity of the Preliminary Contract with all the extensions may not exceed 4 (four) calendar years). If neither of the parties to the Preliminary Contract, not later than 30 calendar days before the expiry of the period of the Preliminary Contract, has notified in writing about the termination or amendment of this Preliminary Contract or about the conclusion of a new Preliminary Contract, the Preliminary Contract shall be considered to have been extended for another calendar year.

3.4. The Company shall have the right to unilaterally terminate the Preliminary Contract in accordance with out-of-court procedure, having notified to that effect to the Suppliers, in the ways specified in the Preliminary Contract, at least 30 (thirty) calendar days in advance.

4. PLACE OF THE PERFORMANCE OF THE CONTRACTUAL OBLIGATIONS

4.1. The place of the provision of the Services: The Services shall be provided at the usual place of business of the Supplier, except for cases when the Company and/or the Group Undertaking(s) indicate a different place of the provision of the Services in Lithuania or in a foreign state.

5. REQUIREMENTS FOR THE OBJECT OF PROCUREMENT

5.1. Description of the current situation

5.1.1. The Company is a parent company in respect of the Group Undertakings. The Group Enterprises carry out activities in the energy sector (including, but not limited to, electricity generation, supply, import, export, balancing, and distribution, natural gas supply and distribution, liquefied natural gas supply through a terminal, development in the energy sector, innovation in the energy sector, energy efficiency and ESCO (funding of energy saving solutions), development of the electric vehicle charging stops network, development of solar farms, modernisation of street lighting, provision of service functions (organisation and conduct of public procurement, accounting, law, personnel administration, information technology and telecommunications and other services), real estate disposition, transport, electricity networks and related equipment construction, repair, and maintenance, energy equipment repair, manufacturing of metal structures, collection of payments, and other activities).

5.1.2. On 23 May 2018, the Supervisory Board of the Company approved the draft of the Strategy of the Group Undertakings (LE 2030).

5.2. Description of the Object of Procurement (applicable to both lots of the Procurement)

5.2.1. Services

5.2.1.1. The Services to be purchased that are specified in this part shall cover legal consultations (advice on legal issues), drafting of documents of legal significance, representation on legal issues and issues of other activities of the Company and/or the Group Undertaking(s) in communication with Lithuanian and/or foreign natural or legal persons in the following legal fields:

5.2.1.1.1. Legal services relating to corporate law and law on corporate governance;

5.2.1.1.2. Legal services relating to the law of acquisitions, mergers, and corporate disposals;

5.2.1.1.3. Legal services relating to the substantive law of the European Union;

5.2.1.1.4. Legal services relating to construction and territorial planning law;

5.2.1.1.5. Legal services relating to competition law, including State aid;

5.2.1.1.6. Legal services relating to finance;

5.2.1.1.7. Legal services relating to insurance;

5.2.1.1.8. Legal services relating to taxes;

5.2.1.1.9. Legal services relating to energy and regulation;

5.2.1.1.10. Legal services relating to energy project development;

5.2.1.1.11. Representation in courts, prior out-of court dispute examination procedures and/or judicial disputes, pre-trial investigations, civil, criminal, and administrative proceedings, proceedings regarding the recognition of decisions of foreign courts and permission to execute them, international and/or national arbitration, international judicial authorities, other alternative dispute resolution procedures, etc.) when it is related to the Services to be purchased as set out in Points 5.2.1.1.1 – 5.2.1.1.10 above.

5.2.1.2. The Overheads of the Service Provider that are related to the provision of the Services may be compensated in accordance with documents substantiating actual costs incurred. In any case, the amount of such reimbursed Overheads may not be greater than 10% (ten percent) of the price of the main Services. In all cases, the Supplier, when incurring the Overheads, shall be guided by the principle of economic efficiency (to purchase economy class travel transport tickets and to use services of economy class hotels (if applicable according to the nature of the Overheads)).

5.2.2. The Supplier will be obliged:

5.2.2.1. To provide the legal services to the Company and/or the Group Undertaking(s) (in writing and/or verbally, in the Lithuanian and/or English languages) and, where required, to request drafting/revising relevant documents, performing their assessment in the context of the legal acts of both the Republic of Lithuania and the European Union and/or legal regulation of other foreign countries;

5.2.2.2. To provide consultations and to draw up legal conclusions on the specified legal issues;

5.2.2.3. To perform legal checks of undertakings indicated by the Company and/or the Group Undertaking(s);

5.2.2.4. To consult the Company and/or the Group Undertaking(s) and to take part in their negotiations on the conclusion, terms and conditions, amendment, termination of the Agreement, etc. of contracts related to the Services to be purchased that are specified in Points 5.2.1.1.1 – 5.2.1.1.10;

5.2.2.5. To consult on the issues of the interpretation and application of drafts of legal acts related to the activities of the Company and/or the Group Undertaking(s) and to perform the legal assessment of such drafts of legal acts in the Lithuanian and/or English languages;

5.2.2.6. To represent the Company and/or the Group Undertaking(s) in pre-trial dispute resolution authorities, pre-trial investigation bodies, and courts of all instances in examining civil, administrative, and criminal cases, to represent in international judicial authorities, to represent in arbitration and courts of third countries on issues related to the aforementioned Services;

5.2.2.7. To represent the Company and/or the Group Undertaking(s) in institutions, undertakings, bodies and/or organisations of the Republic of Lithuania, the European Union and/or other foreign states and/or municipalities, in other undertakings, bodies and/or organisations and in relations with natural persons on issues related to the aforementioned Services.

5.2.3. The Company has the right to update (specify in detail) the scopes of the specific Services when placing the Order. The Company does not undertake to purchase all the Services specified in this Technical Specification.

5.2.4. In case when the Company and/or the Group Undertaking(s) needs consultations and/or other legal services on issues of the law of foreign country(-ies), the Supplier will be obliged to provide such Services either by its own and/or by its sub-suppliers. In all cases, in its tender, the Supplier will be obliged to indicate its sub-suppliers which the Supplier intends to engage for the execution of the Preliminary Contract if the Supplier, at the time of the Procurement, relies on the qualification of sub-suppliers in order to substantiate the capacity to fulfil the Preliminary Contract.

6. PROCEDURE AND TIME LIMITS FOR THE EXECUTION OF CONTRACTUAL OBLIGATIONS

6.1. The Services will be purchased according to the need of the Company and/or the Group Undertaking(s) during the period of validity of the Preliminary Contract. The Company shall place the Orders for the provision of the Services with the Suppliers with who the Preliminary Contract is concluded, by e-mail.

6.2. In the placed Order, the Company shall specify the following: the Services being ordered, desired timing of their provision, and form of the result of the provided Services, i.e. specify the language (Lithuanian and/or English), format (on paper, electronically and/or verbally) of the provision of the Services as well as indicate other information important for the provision of the Services and the applied procedure.

6.3. By submitting a proposal according to the Order placed by the Company, the Supplier confirms the acceptability of the terms of the Services specified in the Order as well as its ability to fulfil the Order in a proper and high-quality manner on the terms and conditions and within the time limits specified therein.

6.4. The Supplier has the right to engage for the provision of the Services a specialist who is not indicated at the time of the Procurement only in case when the Company and/or the Group Undertaking(s) agrees to the provision of the Services by such a specific specialist, whose qualification must be certified by documents prior to the provision of the Services.

6.5. Having fully and properly provided the Services according to the respective Order placed by the Company, the Supplier shall submit to the Company for approval, in accordance with the time limits and procedure established in the Preliminary Contract and/or the Principal Contract, the report on the provided Services which, when approved by the Company, shall be the basis to issue an invoice for the provided Services and to present it to the Company for payment.

6.6. In the report on the Services, the Supplier shall specify in detail all the parts of the provided Services, the particular specialists who provided the Services, the time spent separately for each part of the Service, appraisal of each separate part of the Service in accordance with the procedure established by the Contract Documents, the Overheads, and documents substantiating them.

6.7. The invoice to be issued after the report on the Services shall specify the amount of the provided Services in hours, the hourly price rate, and the total price. A separate report must be submitted for covering the Overheads.

7. QUALITY AND ELIMINATION OF SHORTCOMINGS

7.1. The Supplier must ensure that the equivalent qualifications of the Supplier and/or its personnel, sub-suppliers is ensured throughout the period of validity of the Preliminary Contract. If for the provision of the Services provided for in this Preliminary Contract and in the Contracts concluded on the basis hereof the Supplier wishes to hire a specialist other than that indicated in the Tender, the Service Provider must first prove to the Client the reliability of such a specialist and his ability to perform the assigned functions, to obtain the written consent of the Client regarding the selected specialist, and to submit the documents certifying the qualification of the specialist. The newly appointed specialist must copy with all the qualification requirements of the Procurement Terms which were complied with by the specialist to be replaced.

7.2. In case when the quality of the Services being provided by a specific specialist of the Supplier fails to satisfy the Company and/or the Group Undertaking(s) and the termination of the Preliminary Contract is not opted for due to this reason, the Supplier, upon receipt of the demand of the Company and/or the Group Undertaking(s), must replace such a specialist with another one, having proved before that the reliability of the new specialist and his ability to execute the assigned functions, including his qualification.

7.3. The Parties agree hereby that the provision of the Services shall be subject to, but not be limited to, the following requirements:

7.3.1. In the course of the provision of the Services, the Supplier shall undertake to work efficiently. The Supplier is a professional and experienced expert in each procured field; therefore, no time spent for the training or qualification improvement of the personnel of the Supplier when providing the Services shall be included in the time spent for which the invoice will be issued. The Supplier also understands that the Client will not pay additionally for the work of any auxiliary personnel and the Supplier confirms that the work of those persons is included in the hourly rates presented by the Service Provider.

7.3.2. The Supplier understands that in case when the Client requests the Supplier (its representatives) to take part in a meeting, negotiations, telephone conference, or similar, the Supplier must delegate one or more representatives of the Supplier upon prior coordination of that issue with the Company and/or the Group Undertaking(s), to whose benefit and in whose interests the Services are being provided.

7.3.3. The Supplier confirms hereby that staff turnover of the Supplier will have no negative impact on the price of the provision of the Services and their quality.

7.4. If the Company demands so, the Supplier must, within the time limit established by the Company, provide the Company with sufficient evidence that the Supplier has all permits, certificates, licences and/or other documents established by legal acts that are required for the provision of the Services in the Republic of Lithuania in accordance with the requirements of legal acts.

7.5. The Supplier shall undertake to immediately inform the Company in writing in case the right of the Supplier (its representatives, employees, members of the group of economic entities, or sub-suppliers) to provide the Services being procured becomes limited on the grounds established in legal acts. In case of the occurrence of the limitations mentioned in this clause, it shall be considered that the qualification of the Supplier has become no longer meeting the requirements of the Preliminary Contract.

7.6. The Supplier must, as soon as possible, eliminate at its own expense any found shortcomings of the Services that arose not through the fault of the Company and/or the Group Undertaking(s) and/or not through the fault of third parties (except for sub-suppliers hired by the Supplier) and/or not through force majeure circumstances.

8. DOCUMENTS TO BE SUBMITTED TOGETHER WITH THE SERVICES TO BE PROVIDED

8.1. Having fully and properly provided the Services according to the respective Order placed by the Company, the Supplier shall submit to the Company for approval, in accordance with the time limits and procedure established in the Preliminary Contract and/or the Principal Contract, the report on the provided Services which, when approved by the Company, shall be the basis to issue an invoice for the provided Services and to present it to the Company for payment.

8.2. In the report on the Services, the Supplier shall specify in detail all the parts of the provided Services, the particular specialists who provided the Services, the time spent separately for each part of the Service, appraisal of each separate part of the Service in accordance with the procedure established by the Contract Documents, the Overheads, and documents substantiating them.

8.3. The invoice to be issued after the report on the Services shall specify the amount of the provided Services in hours, the hourly price rate, and the total price. A separate report must be submitted for covering the Overheads.

9. OBLIGATIONS OF THE SUPPLIER

9.1. The Supplier shall undertake to provide the Services timely and with high quality, to communicate with the Company and/or the Group Undertaking(s) according to need, and to warn about any risks related to the Services.

9.2. When providing the Services, the Supplier shall undertake to be guided by the requirements of legal acts of the Republic of Lithuania applicable to the Services being purchased and shall undertake to use all necessary abilities and to execute all its obligations carefully and diligently in compliance with recognised rules of professional ethics.

9.3. During the Procurement procedures and in the course of the execution of the future Preliminary Contract and/or Principal Contract, the Supplier shall have to ensure that it has no professional Conflict of Interests in respect of the Services being purchased, as such is defined in Point 1.10.

10. OBLIGATIONS OF THE COMPANY

10.1. The Company shall undertake to settle, in accordance with the procedure established by the Contract Documents and in a timely manner, for the provided Services according to invoices presented by the Supplier, which shall be issued only on the basis of reports on the Services approved by the Company.

10.2. The Company shall undertake to cooperate with the Supplier and to provide the Supplier with available information that is required for the proper provision of the Services.