

## LEGAL SERVICES AGREEMENT

20/06/2024

Amber Grid AB (hereinafter – the **Customer**), represented by, on one side, and

Advokatfirmaet Schjødt AS, Law Firm (hereinafter – the **Supplier**), represented by, have entered into this legal services agreement (hereinafter – the Agreement).

### 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. The Supplier shall provide to the Customer, in accordance with the Customer's instructions, the legal assessment services (hereinafter – the Services) set out in the Invitation to participate in a market survey (Annex 1 to the Agreement). The Services shall be provided at the request and on behalf of the Customer.
- 1.2. The Supplier shall provide the Services in accordance with the legal acts in force at the time of the provision of the Services, the case law, the legal doctrine and other sources of law, as well as the specialised literature, the documents published by the Customer and/or individually provided by the Customer as necessary for the performance of the specific task, as well as the rules of professional ethics of lawyers and other applicable codes of conduct.
- 1.3. The Services provided by the Supplier shall include, inter alia, the following services:
  - Provision of legal analysis.
  - A more detailed description of the Services is set out in Annex 1.
- 1.4. All proprietary rights to all intellectual property objects and/or results of creative activities created or acquired in the provision of the Services, for the entire period of validity of these rights in the Republic of Lithuania and abroad, shall be exclusively owned by the Customer to the maximum extent permitted by law. The Supplier undertakes not to use for its own interests, nor to pass on or disclose to any third party, either orally or in writing, information received from the Customer in the performance of the Agreement which is for the Customer's own internal use, confidential and/or constitutes commercial secret, in so far as it is not related to the performance of this Agreement.
- 1.5. Scope of provision of the Services – according to the Company's needs.
- 1.6. The term of service provision is as stipulated in the invitation.

### 2. DECLARATIONS AND WARRANTIES OF THE PARTIES

- 2.1. Each Party declares and warrants to the other Party that:
  - 2.1.1. The Party is duly incorporated and lawfully operating according to requirements of legal acts of the home country;
  - 2.1.2. in entering into the Agreement, the Party does not exceed its competence and is not in breach of any legal acts, rules, court decisions, articles of association, regulations, obligations and/or agreements binding upon it;
  - 2.1.3. The representatives of the Party signing the Agreement have been duly authorised by that Party to sign the Agreement;
  - 2.1.4. The Party is not aware of any future changes in the legal environment that may affect the fulfilment of the Party's obligations under this Agreement;

- 2.1.5. The terms and conditions of the Agreement are clear, understandable and enforceable.
- 2.2. The Supplier declares that it:
- 2.2.1. has all the authorisations, licences, specialists, organisational and technical means necessary for the provision of the Services, is insured and has valid civil liability insurance in accordance with requirements of legal acts (the Customer shall have the right to request the Supplier to provide documents demonstrating the validity of the civil liability insurance at any time during the performance of the Agreement);
  - 2.2.2. The Supplier as well as its specialists and entities operating in other jurisdictions under the same trademark as the Supplier and other persons related to the entity shall inform the Customer of the conflict of interest as described in subparagraph 2.2.3 of the Agreement. In the event of a Conflict of Interest situation or potential Conflict of Interest situation, the Customer shall have the right in writing to allow or disallow the Supplier to provide the particular Services to the Customer.
  - 2.2.3. Conflict of interest – a situation where the interests of the Supplier (its advocates, assistant advocates, other employees, members (partners), other persons engaged in legal practices at the same workplace or at another workplace, using the same trademark) of the existing client – the Customer – are or may be in conflict during the validity of the Agreement, as well as where the provision of the Services to the Customer may entail a risk of breach of duties of confidentiality, loyalty, acting solely in the interests of the interests of the Customer's company, or obtaining an unjustified advantage.
- 2.3. The Customer declares that it will accept and pay for the Services provided in a qualitative and timely manner in accordance with the provisions of this Agreement.
- 2.4. The Customer seeks to minimise the environmental impact (in accordance with the Resolution of the Government of the Republic of Lithuania on Setting and Implementing Green Procurement Objectives (current version)); therefore, the Supplier undertakes not to use paper for the provision of the Services, unless otherwise agreed with the Customer in individual cases.

### **3. RESPONSIBILITIES OF THE SUPPLIER**

- 3.1. The Supplier undertakes to provide the Services and to perform its other obligations under this Agreement as efficiently and economically as possible, to act as the Customer's representative and consultant, and to uphold and defend the Customer's legitimate interests relating to this Agreement at all times in any dealings with third parties, and to duly perform its other contractual obligations under this Agreement.
- 3.2. The Supplier further undertakes:
- 3.2.1. to provide the Services to the Customer within the agreed time limits, the quality of which will meet the requirements of the Agreement, the established practice and the relevant professional standards;
  - 3.2.2. to be responsible for the quality of the Services provided;
  - 3.2.3. to keep confidential all information received from the Customer in the provision of the Services, unless the Customer has expressly stated otherwise. The Supplier may only provide information and comments about the provision of the Services and the Customer to the media or make other public statements after having agreed in advance with the Customer on the provision and content of such statements;
  - 3.2.4. not to engage in any activity that is inconsistent with the Supplier's obligations to provide the Services to the Customer;

- 3.2.5. throughout the validity term of the Agreement, to promptly notify the Customer of any conflict of interest in the provision of Services to the Customer;
- 3.2.6. if the Customer asks the Supplier (its representative) to participate in a meeting, negotiation, telephone conference or the like, the Supplier shall delegate not more than one person, unless the Parties separately agree on a different number of representatives;
- 3.2.7. to comply with the [UAB EPSO-G Group Anti-Corruption Policy](#) and the [Supplier's Code of Conduct](#) in its dealings with the Customer and third parties used to perform the Agreement. The Supplier must ensure that the Supplier's employees, members of the management and supervisory bodies and other representatives of both the Supplier and the third parties engaged by it to perform the Agreement comply with the requirements of this paragraph.

#### **4. RESPONSIBILITIES OF THE CUSTOMER**

- 4.1. The Customer undertakes:
  - 4.1.1. to provide the Supplier, according to the terms and conditions specified in the Agreement, with all necessary documents, information and related materials required for the proper performance of the Services;
  - 4.1.2. to pay the Supplier for the Services duly provided and accepted as set out in Section 5 of this Agreement.

#### **5. PRICE, PAYMENT TERMS**

- 5.1. The Customer will purchase the Services only on the basis of the actual need for the Services.
- 5.2. The Agreement shall be subject to the fixed-rate pricing.
- 5.3. For the Services provided by the Supplier, the Customer undertakes to pay the Supplier a fee - 4000.00 EUR (four thousand euro and 00 cents), without taxes, and 5000.00 EUR (five thousand euro and 00 cents) with all taxes. The price of the services is not subject to change.
- 5.4. The Supplier shall be paid for the Services actually provided per month within 30 (thirty) days of receipt of the invoice. Invoices are issued electronically only. Electronic invoices compliant with the European Electronic Invoice Standard are provided using the means chosen by the Seller. Electronic invoices that do not comply with the European Electronic Invoice Standard can only be issued using the means of the information system "SABIS"
- 5.5. The Supplier may not include in the time costs the time spent on training or skills upgrading of the Service Provider's representatives, as well as the time spent on the work of the Service Provider's assistants and students (persons who do not have a university or equivalent degree in the field of social sciences or a master's degree in law studies), the time spent on the analysis of the case law or of the practice formulated by other institutions.
- 5.6. The Customer shall pay the invoice duly submitted by the Supplier and accepted by the Customer within the period specified in paragraph 5.3 of the Agreement, by bank transfer to the bank account specified in the Agreement or in any subsequent written communications from the Supplier.

#### **6. PROCEDURE AND TIME LIMITS FOR THE PROVISION OF SERVICES**

- 6.1. The Services may be provided in writing. The Services shall normally be provided on working days unless otherwise agreed by the Parties.
- 6.2. Each Party shall be responsible for the protection of its own systems and interests in relation to the use of electronic correspondence and neither the Supplier nor the Customer (in each case including its

respective partners, employees, sub-suppliers or agents) shall be liable to each other for any error, damage, loss or non-performance arising out of or in connection with the use of an electronic method of transmitting information between the Parties or the Supplier's reliance on such information in the provision of the Services.

- 6.3. Unless the Customer expressly notifies the Supplier in writing that the Customer does not wish to receive the reply by electronic means, the Supplier may send the reply by e-mail.
- 6.4. The Supplier shall provide the Services in English (at the Customer's option).
- 6.5. The time limits for the provision of the Services shall be agreed on the Request of the proposal.

## **7. ENTRY INTO FORCE, TERM AND TERMINATION CONDITIONS OF THE AGREEMENT**

- 7.1. The Agreement shall enter into force upon signature by both Parties.
- 7.2. The Agreement shall remain in force until the fulfilment of all contractual obligations by the Parties or until the day of termination of the Agreement. The quality guarantee, liability, confidentiality, data protection, intellectual property, sending and receiving notices, language, settlement of disputes and other terms and conditions which by their nature are intended to survive performance or termination of the Agreement shall continue to apply after the implementation or termination of the Agreement.
- 7.3. The Customer shall have the right to unilaterally terminate this Agreement at any time by giving the Supplier a 5 (five) working days' prior written notice. In that case, the Customer must only pay the Supplier such remuneration as is proportionate to the Services already duly rendered to the Customer, and to reimburse the Supplier for any other reasonable and direct costs directly related to the performance of such Services under this Agreement which the Supplier has incurred in performing the Agreement up to the time of receipt of the notice of termination from the Customer.
- 7.4. Termination of the Agreement shall not relieve the Parties of their obligation to duly perform all their contractual obligations under the Agreement as provided for in the Agreement.

## **8. LIABILITY**

- 8.1. The Supplier shall be liable under Swedish law for damages suffered by the Customer as a result of the actions of advocates, assistant advocates, lawyers or other personnel of the Supplier during the provision of the Services.
- 8.2. The Supplier's services are provided only to the Customer named in this Agreement, and the Supplier has no liability in relation to any third parties that may have obtained access to the Supplier's advice to the Customer.
- 8.3. The Supplier agrees that the Customer may share the results of the services received from the Supplier with the EPSO-G group of companies.
- 8.4. The Supplier and those lawyers or other employees carrying out the engagement have no liability in excess of Eur 430.000 for any loss that may arise resulting from the relevant engagement. Neither does the Supplier have any liability for loss which is regarded as indirect (including loss of earnings) or unforeseen, or loss suffered by third parties.
- 8.5. Claims involving liability for damages due to a breach of the Agreement/a performed engagement must immediately be submitted in writing to the Supplier, in which the reason for the Customer's claim must be stated. No claim may be made more than six months after the later of (i) the date when the last invoice was issued for the engagement to which the claim refers or (ii) the date when the relevant circumstances were known to the Customer or could have become known to the Customer after reasonable

investigations. In no circumstances can a claim be presented later than ten years after the advice to which the claim relates was given.

- 8.6. The civil liability of the Supplier, its advocates, assistant advocates, lawyers or other personnel must be duly insured for the validity term of this Agreement and shall not be limited to the amount of the remuneration for the Services provided.
- 8.7. The implementation of the Agreement shall be secured by default interest. If the Supplier breaches the deadlines agreed with the Customer for the fulfilment of its contractual obligations, it shall be liable to pay the Customer a fine in the amount of EUR 100 for each delayed day of the default on obligations.
- 8.8. If the Customer fails to pay the Supplier for the Services within the time limit set out in this Agreement, the Customer shall, at the Supplier's request, be liable to pay default interest of 0.05% on the outstanding amount per each day of late payment.
- 8.9. If the Agreement is terminated due to the fault of the Supplier, including a material breach of the Agreement, the Supplier shall pay to the Customer a fine equal to 10% of the Agreement price.

## **9. CONFLICT OF INTEREST**

- 9.1. The Supplier declares and warrants that it will promptly inform the Customer under the respective circumstances of any conflict of interest as defined in subparagraph 2.2.3 of the Agreement.
- 9.2. The Supplier agrees and undertakes to pay to the Customer a fine of EUR 3,000 (three thousand euro) for each instance of failure to inform the Customer of a conflict of interest, which on agreement of the Parties shall be considered to be the minimum losses of the Customer that do not need to be proved, as well as to compensate the Customer for any other direct and indirect losses to the extent not covered by the fine paid, in the event of a violation of its obligation to inform the Customer of a conflict of interest as soon as possible as referred to in paragraph 9.1. The Customer shall also have the right to unilaterally terminate the Agreement for the Supplier's fault in the event of a conflict of interest.

## **10. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

- 10.1. The Supplier (in this case, the Supplier shall include its advocates, assistant advocates, lawyers and other consultants, and any third parties engaged by the Supplier in the performance of the Agreement or its activities) shall not, during the term of the Agreement and after the expiry or termination of the Agreement, disclose to any third party any information relating to the Agreement without the express written consent of the Customer, information relating to the Customer's business or activities, unless such information is already in the public domain by means other than unauthorised disclosure by the Supplier or if required by applicable law, court or public authority, of which the Supplier must notify the Customer in advance in as much detail as possible.
- 10.2. For breach of the confidentiality obligation specified in paragraph 10.1 of this Agreement, the Supplier must pay to the Customer a penalty of EUR 3,000 (three thousand euro) per each case of the breach, which on agreement of the Parties shall be considered to be the minimum losses of the Customer that do not need to be proved, as well as other direct and indirect losses suffered by the Customer as a result of the breach of the confidentiality obligation, to the extent that they are not covered by the amount of the fine paid.
- 10.3. It shall not be considered a breach of the confidentiality obligation if confidential information is disclosed to public authorities where required by law, to the Parties' advocates, auditors, other consultants who are *ex officio* bound to maintain the confidentiality of the information, to shareholders, related legal entities.

10.4. The Parties agree, subject to their mutual obligations under this Agreement, that the provisions relating to the processing and protection of personal data shall apply where personal data (as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter – the **GDPR**)) are processed for the purpose of the preparation, conclusion, implementation, administration and performance of this Agreement, for the pursuit of the legitimate interest of the Party, and for the purpose of due fulfilment of requirements of legal acts applicable to the Party. The Parties agree that such personal data shall be processed in accordance with the conditions and procedure set out below:

10.4.1. each Party, acting as an independent data controller, shall comply with all its obligations under the GDPR and other applicable data protection legislation;

10.4.2. each Party undertakes to process personal data received from the other Party (including the names, positions, contact details, other data) solely for the purposes of the conclusion and performance of this Agreement, for the purposes of the Party's potential or existing legitimate interest, and for the purpose of the proper fulfilment of requirements of legal acts applicable to the Party;

10.4.3. each Party shall inform its respective employees, partners and/or other representatives that their personal data may be disclosed to and processed by the other Party and, where applicable and required, obtain consents consistent with the GDPR and fulfil other obligations;

10.4.4. each Party shall implement, at its own expense, appropriate technical and organisational security measures to ensure the confidentiality and protection of personal data received from the other Party;

10.4.5. each Party shall ensure that the processing of the personal data referred to above is limited to the time necessary for the purposes for which it was collected;

10.4.6. The Customer shall have the right to share the personal data it receives from the other Party with other companies of the Group and/or other Related Parties, as well as to transfer them to the involved data processors, as well as to service providers who are separate data controllers, as well as to competent bodies, institutions, organisations, as well as to other data controllers who have the right to receive the information in accordance with the applicable legal acts and/or legitimate interests of the Customer;

10.4.7. The Supplier undertakes to make this information available to its employees and/or partners involved in the preparation, implementation, conclusion and performance of this Agreement;

10.4.8. The Parties undertake to reasonably assist each other in fulfilling their obligations under the GDPR and other applicable data protection legislation (including responding to requests from data subjects).

## 11. DETAILS OF THE PARTIES

### 11.1. Customer:

AB Amber Grid  
Address: 10 Laisvės pr., Vilnius LT-04215  
Company code: 303090867  
VAT code: LT100007844014  
Account No LT71 7044 0600 0790 5969

### Supplier:

Advokatfirmaet Schjødt AS  
Address: Po. Box 244 Solli  
Company code: 996 918 122  
Bank account: 8101 29 08598  
SWIFT/BIC: DABANO22

Bank: AB SEB bankas  
Bank code: 70440  
Phone: +370 5 236 0855  
Email: info@ambergrid.lt

IBAN: NO6381012908598  
Phone:

11.1.1. the Customer's representative responsible for supervision of the Supplier's fulfilment of the obligations specified in the Agreement – The Customer's representative referred to in this paragraph shall have the right to coordinate the reports on the Services referred to in the Agreement in accordance with the procedure set out in the Agreement.

11.1.2. the Supplier's representative responsible for the performance of the Agreement –

## **12. OTHER PROVISIONS**

- 12.1. The Party may not assign its rights and obligations under this Agreement to any third party without the prior written consent of the other Party.
- 12.2. This Agreement shall be governed by the law of Sweden . All disputes and disagreements shall be settled by negotiation. In the event that a dispute or disagreement cannot be settled by negotiation within 30 (thirty) days, such dispute or disagreement shall be settled before a court of law in Sweden.
- 12.3. The terms and conditions of this Agreement may be amended by agreement of the Parties during the validity of the Agreement.
- 12.4. The Parties shall have the right to propose amendments to the Agreement by submitting a written proposal to the persons responsible for the performance of the Agreement as specified in subparagraphs 11.1.1 and 11.1.2 of the Agreement.
- 12.5. During the validity of the Agreement, the Customer shall have the right to purchase the Services and/or part thereof not only from the Supplier, but also from other third parties in accordance with the procedure established by legal acts.
- 12.6. This Agreement is drawn up in two copies in the English language. Each Party shall receive one copy of the Agreement if the Agreement is signed by physical signatures.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

## **13. ANNEXES TO THE AGREEMENT:**

1. The Customer's invitation to participate in a market survey.
2. The Supplier's tender.

**FOR THE CUSTOMER:**

**FOR THE SUPPLIER:**

## **Scope of Legal Services to be Procured**

AB „Amber Grid“ (Company) is the Lithuania's natural gas transmission system operator, and is in the charge of transmission of natural gas (transportation of natural gas through high-pressure pipelines) to users of the system, also for the maintenance and development of natural gas natural gas transmission systems.

The Company seeks legal advice on the content of the Baltic-Nordic Regional Cooperation and Coordination Agreement (hereinafter referred to as the Multilateral Agreement).

Under the Multilateral Agreement, four transmission system operators and two energy companies operating in the Baltic Sea region (JSC "Conexus Baltic Grid", AB "Amber Grid", AS Elering, Gasgrid Finland Oy, Floating LNG Terminal Finland Oy, AB KN Energies (hereinafter referred to as the Parties) intend to agree on regional cooperation, coordination and exchange of information related to planned maintenance and repair work on gas infrastructure (system).

**Why is this Multilateral Agreement important?** Commission Regulation (EU) 2015/703 of 30 April 2015 governs the relationship between the Parties in their networks in the event of an accident. The Parties have already entered into binding agreements which have been concluded in accordance with the applicable legislation, but these do not cover the rights and obligations of the Parties in relation to planned maintenance and repair work on gas infrastructure (system). The planned work will have an impact on the transmission services provided by the Parties' transmission system operators - it may be necessary to restrict or discontinue the supply of natural gas. Therefore, failure to timely implement the Multilateral Agreement, which the Parties intend to conclude and for which legal advice is required, failure to provide information or inaccurate/late provision of information may result in losses to the other Party to the Multilateral Agreement, damage their reputation and cause public dissatisfaction (e.g., if one of the Parties fails to provide accurate information about changes to the planned annual maintenance plan, the uninformed Party may receive claims for damages from natural gas transmission system users due to limited capacity).

**What exactly do we expect from you?** In view of the foregoing, the Company requires legal advice on the content of the Multilateral Agreement, providing an opinion on the following questions:

1. Are the terms of the Multilateral Agreement valid and enforceable under the laws and regulations of the Kingdom of Sweden? If any provisions of the Multilateral Agreement are contrary to the laws of the Kingdom of Sweden and/or are unenforceable or invalid, please indicate possible remedies, suggest possible solutions.
2. Are there any other laws or regulations of the Kingdom of Sweden that the Company should consider to avoid potential risks, including dispute resolution provided by the Stockholm Chamber of Commerce Arbitration Institute? If so, please identify within the scope of the Multilateral Agreement the legislation and its provisions that may pose additional risks to the Company and suggest possible solutions.

The language of the Multilateral Agreement is English. Legal advice must be provided in English, in writing (by e-mail). The scope of the Multilateral Agreement is approximately 10 pages (including appendices) in Times New Roman font 11. The Multilateral Agreement will be evaluated and provided only to the winner of the competition, with whom a legal advice agreement will be signed.

Deadline for providing legal advice is 7 (seven) days from the date of sending the Multilateral Agreement by e-mail.