Annex 4. Confidentiality undertaking

**CONFIDENTIALITY UNDERTAKING**

2024.

Vilnius

**Baringa Consulting Limited**, legal entity code 08915935, registered office address 62 Buckingham Gate, London, SW1E 6AJ, represented by Partner Vlad Parail, acting on the basis of in accordance with the company's articles of association (hereinafter - the **Recipient of Information**),

Whereas **Amber Grid, AB** intends to transfer confidential and sensitive information, by signing this document (hereinafter - the **Undertaking**), the Recipient of Information acknowledges that he has read and understood the below listed undertakings:

1. **Confidential and sensitive information**
   1. For the purposes of this Undertaking, the confidential sensitive Information shall be deemed to be any and all data and information designated as "CONFIDENTIAL INFORMATION", "COMMERCIAL (PRODUCTION) SECRET" or "INTERNAL USE" which is received in any form whatsoever by the Recipient of Information or by any person acting on his behalf or in his interest (including, including, but not limited to, the employee, agent or consultant) from **Amber Grid, AB** or any person acting on his behalf or in his interest (including, but not limited to, the employee, agent or consultant) (hereinafter - the **Sensitive Information**).
   2. The Sensitive Information shall exclude the information that:
      1. is or becomes public pursuant to the laws and regulations of the Republic of Lithuania;
      2. at the time of its submission, has already been published or is otherwise publicly available to the general public;
      3. **Amber Grid, AB** informs in writing that it is not considered to be Sensitive Information.
   3. If any doubts arse whether the information is sensitive, it must be treat it as Sensitive Information until **Amber Grid, AB** informs that such information is not Sensitive Information.
2. **Procedure for the use of sensitive information**
   1. The Recipient of Information undertakes:
      1. not to disclose and not to use the Sensitive Information in any manner that may   
         cause harm to **Amber Grid, AB**;
      2. To keep the Sensitive Information confidential and to take all necessary precautions to maintain the secrecy and inviolability of the provided Sensitive Information;
      3. To avoid disclosing and providing the Sensitive Information to third parties without the prior written consent of **Amber Grid, AB**.
   2. The Recipient of Information undertakes to inform **Amber Grid, AB** by email to [\_\_\_\_\_\_\_\_\_\_\_\_\_](mailto:info@epsog.lt) of any actual or threatened unauthorised use or disclosure of the Sensitive Information, or any other act that may constitute the breach of information security. If the breach of Information security concerns the Information Recipient, the Information Recipient shall immediately take appropriate measures to prevent further disclosure or loss of the Information and to mitigate the adverse consequences, and shall identify and provide to **Amber Grid, AB** all facts relating to the breach of security of the Sensitive Information.
   3. The Recipient of Information shall grants access to the Sensitive Information only to the persons specified below:
      1. persons who need to know the Sensitive Information by virtue of their position or profession;
      2. persons who have been informed of the confidential nature of the information and who are bound by confidentiality obligations under the same terms and conditions as those set out in this Undertaking.
   4. The duties of the Recipient of Information provided for in the Undertaking as regards the non-disclosure of the Sensitive Information shall not apply when and to the extent that the Recipient of Information is required to do so under any laws or regulations, and the Recipient of Information has the duty to disclose the Sensitive Information to a competent governmental, municipal, or other authority, institution, organisation or its representative, a court. If the Recipient of Information is required to disclose any part of the Sensitive Information pursuant to applicable laws or regulations, before disclosing such information the Recipient of Information must promptly notify **Amber Grid, AB** in writing.
   5. The Recipient of Information undertakes to:
      1. ensure that at all computer workstations or other devices where Sensitive Information in electronic form obtained within the scope of this Undertaking is handled all appropriate Information security measures are taken, including, but not limited to, the installation of legal, functioning and effective anti-virus software, the installation of up-to-date security patches for the equipment, and restriction of access using the password;
      2. ensure that portable electronic media (e.g., laptop hard drive, USB memory sticks) on which Sensitive Information is stored are encrypted or stored in lockable information storage devices (cabinets, safes, separate locked rooms, etc.), or otherwise protected against disclosure of the Sensitive Information in the event of theft or loss of the devices.
   6. Sensitive information must not be stored on systems or media that can be accessed by others, including but not limited to groupware systems (e.g., network directory service, intranet systems), cloud systems.
   7. Electronic information must be transmitted in encrypted form, using encryption tools compatible with **Amber Grid, AB**. The password used for encryption must not be transmitted in the same medium (e.g., email) as the underlying information.
3. **Destruction of information**
   1. Upon request of **Amber Grid, AB**, the Recipient of Information shall hand over to **Amber Grid, AB** or destroy, by methods and means agreed with **Amber Grid, AB**, all documents and materials, as well as all copies, transcripts and/or extracts thereof (including any information media) which may contain the Sensitive Information, within 3 (three) business days of receipt of the request from **Amber Grid, AB**. In that case, the Recipient of Information shall not be entitled to retain the Sensitive Information stored in any form.
4. **Liability**
   1. The Recipient of Information is aware that unauthorised use and disclosure of the confidential information constituting a commercial (production) secret is subject to administrative and criminal liability.
   2. The Recipient of Information who has unlawfully disclosed the Sensitive Information undertakes to pay to **Amber Grid, AB** a fine in the amount of EUR 3,000.00 and to indemnify **Amber Grid, AB** for all resulting direct losses to the extent that such losses are not covered by the paid fine. This fine shall be considered to be the minimum losses incurred by **Amber Grid, AB** and does not need to be proven.
5. **Validity of the Undertaking**
   1. The Undertaking shall enter into force on the date of its signature and shall remain in force for an indefinite period.
   2. The Undertaking shall be governed by and construed according to laws of the Republic of Lithuania.
6. **Miscellaneous**
   1. The Undertaking is drawn up in two copies of equal force. One copy of the Undertaking shall be submitted to **Amber Grid, AB** and the other shall be retained by the Recipient of Information.
   2. All disputes concerning the conclusion, validity or performance of the Undertaking shall be settled by negotiation. If the dispute is not settled by negotiation, it shall be settled before a court.

Recipient of information: **Baringa Consulting Limited Partner Vlad Parail**

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