



SERVICES SALE AND PURCHASE CONTRACT NO. 527135
SPECIAL CONDITIONS OF THE CONTRACT

AB „Amber Grid“, represented by Technical director Laimonas Kučinskas acting in accordance with on the distribution of duties and areas of activity" 2024. September 3. No. 1-57 and CFO Gytis Fominas, acting in accordance with on the distribution of duties and areas of activity" 2021. November 25. No. 1-96 (hereinafter – the **Buyer**),

And

The Sniffers, represented by Managing Director Philippe Guldemont, acting in accordance to the company's regulations (hereinafter – the **“Supplier”**),

on the basis of the tender submitted by the Supplier and the results of the Procurement, have concluded the present Sale and Purchase Contract (the **“Contract”**). The Buyer and the Supplier hereinafter shall be collectively referred to as the **“Parties”** and individually as **“Party”**.

1. Subject Matter of the Contract and Details of the Procurement	
1.1. The Supplier undertakes to provide the Buyer with the services set out in the Supplier's tender, which meet the requirements of the Technical Specification (the “Services”), at the address specified in the Technical Specification, and the Buyer undertakes to accept the Services and to pay for them in accordance with the terms and conditions set out in the Contract.	
1.2. Subject matter of the Contract (name of the Procurement): (VPP-3861) Services for the inventory of potential sources of methane pollution and detection of uncontrolled methane leaks	
1.3. Procurement method and number: No. announced negotiations 527135	
2. Contract Price and Payment Procedure	
2.1. Contract price calculation method: variable rate.	
2.2. The contract price is the price quoted in the Supplier's tender:	220000,00 EUR, exclusive of VAT
2.3. The Buyer shall pay the Supplier for the Services no later than 30 days/days from the date of receipt of a duly submitted invoice.	
3. Entry into Force of the Contract, Duration/Deadlines of the Services, Extension of the Contract	
3.1. Additional Conditions for entry into force of the Contract: not applicable.	
3.2. The Supplier shall provide the Services for 12 month(s) from the date of entry into force of the Contract. The Services shall be provided until the expiry of the period specified in paragraph 3.2 of the Contract (or the end of term specified in clause 3.3, if the Contract is extended) or until the Contract Price specified in the Contract has been reached, whichever is the earlier.	
3.3. The duration of the Services may be extended up to a maximum of 2 times for a maximum period of 12 month(s). The total duration of the Services shall not exceed 36 months. The Contract shall be extended in accordance with the procedure set out in paragraph 4.1.3 of the General Conditions of the Contract.	
4. Subcontracting	
4.1. A direct settlement option with subcontractors is applicable; a draft tripartite contract is attached.	
5. Contract Performance Security by a Bank Guarantee or a Letter of Surety	
5.1. A bank guarantee or a letter of surety to secure the performance of the Contract is: not applicable	
6. Penalties (Fines/Interest)	
6.1. The agreement is subject to the penalties set out in the General Conditions of the Agreement, as well as these additional penalties:	
6.1.2. The Supplier shall be liable to a fine of EUR 200 per day of delay and per individual case if:	
6.1.2.1. The Supplier does not implement the authentication functionality in the database information system licensed to the Contracting entity within 6 months from the date of conclusion of the Agreement;	

6.1.2.2. The Supplier fails to carry out the identification, inventorying, inventory hierarchy, mapping of potential sources of methane leakage in the technological diagrams, the preparation of the database in the information system and the final coordination with the Contracting entity before 1 July 2025;

6.1.2.3. The Supplier fails to carry out measurements of methane leakage sources, analysis of the measurements, submission and final coordination of inspection reports by 1 July 2025.

6.1.4. In the event of termination of the Agreement due to a material breach of the Agreement by a Party, the other Party shall be entitled to claim a penalty equal to 5 (five) percent of the amount of the initial value of the Agreement, but not less than EUR 3,000 (three thousand).

7. Other Provisions of the Contract

7.1. Obtaining consent to work in existing natural gas transmission system facilities (installations) and/or their protection zone: clause does not apply.

7.2. The Supplier shall be deemed to have committed a material breach of the Agreement if:

7.2.1 the Supplier is more than 60 calendar days late in implementing the authentication functionality in the system, or

7.2.2. the Supplier will be more than 14 calendar days late in complying with Clauses 6.1.2.2 and 6.1.2.3 after the deadline of 1 July 2025.

8. Conversion of the Price (Rates)

8.1. The section applies.

8.2. The conversion of the price (rates) provided for in the Contract may be initiated no earlier than after 6 (six) months from the date of conclusion of the Contract, if the change (k) in the prices of Consumer Goods and Services exceeds 10 (ten)%.

8.3. Consumer Price Index applicable to the Contract: 127 OTHER SERVICES N.E.C. (applies to values " k ", " Ind_{newest} ", " $Ind_{initial}$ ").

8.4. The Consumer Price Index 127 OTHER SERVICES N.E.C. at the date of concluding the Contract is 180,1258, 2025M01

9. Annexes

1. Technical Specification.

2. General Conditions of the Contract.

3. Supplier's Tender Form.

4. Personal Data Processing Contract.

5. Confidentiality Obligation.

10. Responsible Persons

10.1. For the resolution of matters relating to the performance of the Contract, the Parties shall appoint the following responsible persons who shall have the right to sign letters arising from the implementation of the Contract, but shall not have the right to amend and/or supplement the conditions of the Contract (unless the persons are authorised by powers of attorney to perform such actions):

Responsible Person of the Buyer:**Responsible Person of the Supplier:**

10.2. The person designated by the Buyer for making the Contract and its amendments public: public procurement manager Loreta Bereišytė

BUYER

Address: Laisvės Ave. 10, Vilnius LT-04215

Company number: 303090867

VAT ID: LT100007844014

Account No. LT71 7044 0600 0790 5969

Bank: AB SEB Bank

Bank code: 70440

Telephone number +370 5 236 0855

SUPPLIER

Address: Poeierstraat 14 2490 Balen Belgium

Company number: 0452387313

VAT ID: BE 452.387.313

Account No. BE21 3630 9859 6803

Bank: ING BELGIUM

Bank code: SWIFT/ BIC: BBRUBEBB

Email: sales.ts@intero-integrity.com

EMAIL: info@ambergrid.lt

Technical director
Laimonas Kučinskas

Managing Director
Philippe Guldemont

CFO Gytis Fominas

TECHNICAL SPECIFICATION

“AMBER GRIDP” PROCUREMENT OF SERVICES FOR THE INVENTORY OF POTENTIAL SOURCES OF METHANE POLLUTION AND DETECTION OF UNCONTROLLED METHANE LEAKS

1. CONTRACTING ENTITY

1.1. The contracting entity is AB "Amber Grid" (hereinafter - the Contracting entity). More information on the Contracting entity and its activities is available at www.ambergrid.lt.

2. OBJECT OF THE PROCUREMENT AND OTHER GENERAL INFORMATION

2.1. Identification of potential sources of pollution (parts or elements of equipment that can emit methane), inventorying, creating an inventory hierarchy and mapping of methane leakage sources on technological diagrams and developing a database information system.

2.2. A floating licence for accessing the database information system, with the ability to enter and edit data independently.

2.3. Determination of methane leakage at the physical sites of the Contracting entity using EPA 21 or LST EN 15446:2008, in accordance with Regulation (EU) No. 2024/1787 of the European Parliament and of the Council of 13 June 2024 on the reduction of methane emissions in the energy sector and amending Regulation (EU) No. 2019/942 (hereinafter - the Regulation), and in accordance with [the guidelines](#) of *The Oil and gas partnership 2.0* (hereinafter - OGMP 2.0).

2.4. Preparation and submission of reports on the measurements made, leak detection and repair (hereinafter - LDAR).

2.5. Advising on the necessary steps to be taken to ensure the best possible interests of the Contracting entity in meeting the requirements of the Regulation.

3. PLACE OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS

3.1. Jauniūnai Gas Compressor Station*;

3.2. Panevėžys Gas Compressor Station*;

3.3. Gas distribution stations*;

3.4. Gas metering stations*;

3.5. Gas metering and pressure regulation station*;

3.6. Gas pressure reduction sites*;

3.7. Valve station sites*;

*A detailed list of places will be provided as a separate annex to the Technical Specification once the agreement is signed.

4. SCOPE AND CHARACTERISTICS OF THE PROCUREMENT

4.1. Preliminary volumes of potential sources of methane leakage:

No.	Object	Preliminary point count*	Notes
1.	Jauniūnai Gas Compressor Station	1,679	The measurements must be taken in relation to the

No.	Object	Preliminary point count*	Notes
			operating mode of the compressors.
2.	Panevėžys Gas Compressor Station (Piniavos DSS)	3,817	The measurements must be taken in relation to the operating mode of the compressors.
3.	Gas distribution stations – 64	32,670	
4.	Gas metering stations – 3 (Kiemėnai, Šakiai, Mažeikiai)	1,531	
5.	Gas metering and pressure regulation station (Santaka)	500	
6.	Gas pressure reduction sites – 4 (Dauparai, Lapkasiai, Vilnius, Marijampolė)	1,200	
7.	Valve stations - 341	46,376	There are 310 blow-out lines in the valve stations.
In total:		87,773	

*Inventories or measurements of sources at physical sites may result in a lower/higher number of components at the object.

4.2. Floating licences for access to the database information system with the possibility to enter and edit data independently - 6 users.

5. REQUIREMENTS FOR THE PROCUREMENT OBJECT

5.1. Identification of potential sources of pollution (parts or elements of equipment that can emit methane), inventorying, creating an inventory hierarchy and mapping methane leakage sources on technological diagrams.

5.1.1. The service provider shall carry out an inventory of potential sources of pollution, equipment components (identification, coding and mapping of potential sources of pollution), for the entire transmission system operated by the Contracting entity.

5.1.2. The identification and inventory of emission sources must be carried out in accordance with the latest OGMP 2.0 technical guidance documents and reporting templates.

5.1.3. During the identification and inventory process, fugitive sources shall be grouped into component groups (connections, open lines, valves, sampling connections, pressure relief devices, etc.) at each site in Chapter 4, in accordance with the OGMP 2.0 “Leaks-TGD-Final-SG-Approved” guidelines and other recommendations.

5.1.4. The service provider shall link the individual sources of pollution to the units of the hierarchy of the Contracting entity’s assets in the inventory hierarchy created. The linking shall be done by entering the ID number of the object in the asset hierarchy of the Contracting entity’s Asset Management Information System (AMIS) into the data card of the individual source of pollution of the inventory hierarchy created by the service provider.

5.1.5. The inventory hierarchy developed by the service provider must be agreed with the Contracting entity. The Contracting entity may comment on changes and/or improvements to the inventory hierarchy throughout the lifetime of the agreement or during the use of the database information system, if required.

5.1.6. The inventory hierarchy data shall be submitted for reconciliation in .xls format or in another format agreed with the Contracting entity.

5.1.7. The Contracting entity shall have the rights to update, add, delete the technological diagrams and inventory hierarchy objects in the information system of the service provider's database, either independently or with the assistance of the service provider.

5.1.8. The service provider shall update the technological diagrams of the Contracting entity by marking the component codes of the inventory hierarchy. The updated diagrams shall be stored in the information system of the database and shall be provided to the Contracting entity in .pdf or other format agreed with the Contracting entity.

5.2. Determination of methane leakage at the physical sites of the Contracting entity, preparation and submission of reports on the measurements carried out.

5.2.1. The service provider shall measure all methane leakage sites using its own (or rented) equipment using the LDAR Type 2 best available methodology, taking into account the recommendations of the OGMP 2.0 guidelines and the requirements of the Regulation.

5.2.2. The service provider must provide information on the equipment used to perform the service.

5.2.3. The measurements must be made directly using equipment that directly records the methane leakage in g/h per time unit. If direct measurement is not possible, an exception may be made, but a clear methodology for the conversion of ppm units to g/h must be provided, with a detailed explanation, uncertainties, etc., to avoid shortcomings in flux correlation. The service provider must provide a description of each measurement methodology and a justification for the choice of measurement technology.

5.2.4. The service provider shall measure all methane leakages at the sites referred to in Chapter 4 using its own equipment and resources in accordance with the agreed work schedule. Assign the measurement results to the relevant objects in the inventory hierarchy and record the data in the service provider's database information system.

5.2.4. The service provider must analyse the measurements and create an inspection report template in the database information system to generate reports by object type (Jauniūnai Gas Compressor Station, Panevėžys Gas Compressor Station, Valve Station Sites, Gas Distribution Stations, Gas Metering Stations, Gas Metering and Pressure Regulating Station, Gas Pressure Reduction Sites), and by the date of measurement. The report shall include the quantitative values of the measured omissions per unit of time at the measured locations (points), the location (point) information such as the technological number of the pipeline or other installation, the LDAR code (designation), its technical parameters, and the location of the point, with reference to the technological diagrams linked to the inventory hierarchy. The report template shall be agreed in writing with the Contracting entity.

5.2.5. Analyse the measurements at the installations and provide a summary of the inspection of each installation (in an Excel spreadsheet or in the information system of the service provider's database, with the possibility of importing it into an Excel spreadsheet), showing the quantitative values of the measured sites (points) per unit time (g/h), the site (point) information - the technological number of the pipeline or other installation, its technical parameters, the medium, the location of the point, with a link to the diagrams where the locations of the methane leaks are to be shown.

5.2.6. The service provider shall physically mark with signal signs during the measurement all components of the installations in the technological diagrams where methane leaks are detected. In case of methane leakages of 1 g/h (repairable limit 1 g/h) or more, the component must be marked as a component to be repaired, and in case of methane leakages of up to 1 g/h, the component must be marked as a component to be monitored, and the conditions must be set up in the information system of the service provider's database to link the initial monitoring data with the results of additional monitoring measurements and the results of measurements obtained after the first stage of the repair. All data shall have continuity and linkage within the service provider's database information system.

5.2.7. The Contracting entity must have full autonomy to fill in further measurement and monitoring data in the information system of the database without the assistance of the service provider.

5.2.8. The service provider must carry out an analysis of the measurements and provide an overall report for all inspected installations, calculating and presenting the methane leakage rates (g/h) for each measured point, for each type of potential source of release, for each inspected installation. Provide an analysis of which types of connections or appliances have the highest/lowest sources of leakage.

5.3. Development, licensing and maintenance of a database information system for further independent documentation of methane leak detection and repair results

5.3.1. The database information system must be a web application. No components of the system shall be installed on the computer (workstation) of the user of the database information system.

5.3.2. The database information system shall operate using the HTTPS secure protocol and the database information system software shall use an encrypted communication channel for the transfer of data between the database information system user's client workstation and the database information system workstation. TLS (TLS version 1.2 or higher) must be used to encrypt the communication channel.

5.3.3. The user interface of the Database information system shall be compatible with MS Edge (latest version released before the start of use of the Contracting entity's Database information system).

5.3.4. The Database information system must have the means to ensure Single Data Entry, i.e., once a data value has been entered, it is not possible to enter duplicate values for the same system object, etc.

5.3.5. The information system of the database shall not contain hard coded data that would require the services of a service provider to correct and/or modify.

5.3.6. If a user of the database information system does not act for more than 30 minutes, the login session must be automatically logged off.

5.3.7. The service provider must ensure that the database information system is able to filter the results of the leakage measurements by site, type of connection, device, quantity measured, date of measurement, date of repair, next periodic measurement, equipment used, and the name and surname of the employee who performed the measurements. Primary measurement data shall be linked to the inventory hierarchy, captured photographs of equipment components and other LDAR data to ensure traceability of the monitoring data and the performance of repair work by the Contracting entity.

5.3.8. The service provider shall ensure that the database information system managed by the service provider is capable of generating repair and monitoring schedules in accordance with the frequencies specified in the Regulation. Must be able to export repair and monitoring schedules in .xls format.

5.3.9. The service provider shall ensure that the database information system managed by the service provider has the capability to create a repair order and to track the execution of all repair orders in accordance with the Regulation.

5.3.10. The database information system shall be able to input measurement data in ppm and g/h values. When the measurement data is entered in ppm, the system must automatically convert it to g/h. The service provider shall provide a methodology for the conversion of ppm units to g/h, with a detailed explanation, uncertainties, etc., in order to avoid flow correlation flaws.

5.3.11. The database information system shall be able to import and export data to and from the database information system using an application programming interface (API).

5.3.12. The database information system shall be able to retrieve a summary of generated repair orders in .xls or .csv format.

5.3.13. The service provider undertakes to provide training on the use of the database in the information system to the employees of the Contracting entity, to prepare and present instructions on the use of the database in the information system and to advise the Contracting entity on the correct use of the database in the information system.

5.3.14. The service provider undertakes to permanently destroy within 15 calendar days all data provided by the Contracting entity, data collected with the resources of the service provider on the facilities operated by the Contracting entity, data of employees and equipment, measurement data, reports, upon written request of the Contracting entity. The service provider must provide a signed official letter confirming the transfer and destruction of the data after the data destruction.

5.3.15. The service provider undertakes to export and transfer to the Contracting entity, at the request of the Contracting entity, all the data accumulated during the use of the database information system (measurement data, inventory hierarchy data, repair orders, monitoring and repair schedules, etc.), in a format agreed with the Contracting entity (.xls, .csv, etc.).

5.3.16. The database information system must run in the service provider's cloud, which is provided by the service provider as a service to be accessed by the Contracting entity on a subscription basis, rather than actually purchased and installed on its own computers or infrastructure.

5.3.17. The Service provider's online storage (or equivalent) must be hosted in a data centre located entirely within the EEA (European Economic Area). The data of the database information system shall not be moved outside this area.

5.3.18. The cloud data centre must meet the Tier 3 requirements for data centres defined by the Uptime Institute.

5.3.19. The speed and quality of the connection in the database information system shall be sufficient to ensure that the speed of the database information system is not perceptibly affected by the connection, excluding the provision of Internet connectivity to the infrastructure of the Contracting entity.

5.3.20. The proposed SaaS solution shall ensure at least 98% availability of the database information system per year.

5.3.21. The change and/or upgrade of the version of the database information system shall ensure that:

- 5.3.21.1. the consistency and integrity of the data is maintained;
- 5.3.21.2. no stored data is lost;
- 5.3.21.3. the functionality implemented in the database information system is not disrupted.
- 5.3.22. The database information system shall have a backup system in place to ensure that the recovery of the database in the information system meets the following requirements (the requirement applies to the working environment of the database in the information system):
 - 5.3.22.1. the Recovery Time Objective (RTO) shall not exceed 24 hours;
 - 5.3.22.2. the Recovery Point Objective (RPO) is not more than 24 hours old, i.e. backups must be performed every 24 hours and the backup data must be kept;
- 5.3.23. The service provider shall provide licences for 6 users to access the database information system. Licences that allow the Contracting entity to fully complete and edit measurement, repair and monitoring data. Adjust or add inventory hierarchy units, diagrams. Generate and extract the necessary reports, data files and graphs.
- 5.3.24. As the service provider will be granted access to facilities and assets of importance to national security, which may pose a risk or threat to national security, the service provider has to comply with the national security requirements laid down in the Law on the Protection of Objects of Importance to Ensuring National Security.

5.4. Database information system security and logging:

- 5.4.1. The database information system shall be stored in an encrypted repository.
- 5.4.2. Cryptographic keys must be used in the database information system. The security of cryptographic keys must be ensured. Cryptographic keys must be at least 256 bits long.
- 5.4.3. Sensitive and/or confidential information in the database information system shall not be capable of being decrypted externally.
- 5.4.4. Database information system passwords cannot be stored in clear text.
- 5.4.5. The database information system must be protected against unauthorised access.
- 5.4.6. The database information system must be free of any hidden, security-impairing features, including: malicious software, viruses, worms, "time mines", unauthorised access or functions (Trojans, backdoors, easter eggs). A responsible sub-supplier/manufacturer may also be used to implement the requirement, e.g. if a sub-supplier/manufacturer is used, the service provider may be responsible for the safety of the modifications and the sub-supplier/manufacturer may be responsible for the standardised solution.
- 5.4.7. The database information system shall have measures to protect access to the system against malware attacks, e.g. IPS/IDS systems, firewalls.
- 5.4.8. The service provider shall ensure that only authorised and licensed hardware and software is used for the development and provision of the database information system and related services.
- 5.4.9. Audit information on data transactions (logs) must be collected in a database information system and stored for at least 3 months. Information on data operations, users who performed data operations, date, time records must be kept.
- 5.4.10. The intended users of the database information system must be able to easily view the details of specific audit records (both on the screen and in the report).
- 5.4.11. The database information system shall have the capability to protect audit records from unauthorised or inadvertent modification, e.g. it shall not be possible for a user of the database information system to modify an audit record by reviewing the audit record information.

- 5.4.12. Database information system administrators shall be prevented from deleting or editing the logs of administrator actions.
- 5.4.13. It shall be possible for the Contracting entity to export the accumulated audit data in real time. The following (but not limited to) logging records must be kept:
- 5.4.13.1. user identifier;
 - 5.4.13.2. event times;
 - 5.4.13.3. information on the host from which the connection is made, source IP;
 - 5.4.13.4. records of successful/unsuccessful connection attempts;
 - 5.4.13.5. use of administrator rights;
 - 5.4.13.6. changes in access rights;
 - 5.4.13.7. changes to the configuration of the database information system;
 - 5.4.13.8. changes in database information system/network parameters, time and/or date;
 - 5.4.13.9. activation/deactivation of the event logging function;
 - 5.4.13.10. deleting, creating and/or modifying events;
 - 5.4.13.11. resources accessed;
 - 5.4.13.12. system and security messages;
 - 5.4.13.13. information on user actions."
- 5.4.14. The service provider must ensure that the Contracting entity has the possibility, at least once a year, to carry out an audit of the service provider in order to assess the organisational and technical measures taken by the service provider to ensure the security of information.
- 5.4.15. The service provider shall inform the contracting entity of security vulnerability fixes released by the software manufacturer in the database information system.
- 5.4.16. The use of forwarding of e-mails to non-procuring entity e-mail accounts is prohibited in the Database information system.
- 5.4.17. The owner of the database in the information system and of all the data contained therein shall be the Contracting entity. In the event of interruption of services, the data stored in the information system of the database shall be transferred to the Contracting entity within the scope and time limits agreed with the Contracting entity.
- 5.4.18. The database information system shall allow the Contracting entity to transfer data from the information system to its own database.

6. PROCEDURES AND DEADLINES FOR FULFILLING CONTRACTUAL OBLIGATIONS

- 6.1. The Contracting entity undertakes to provide the service provider with the documents referred to in Chapter 7 no later than 5 calendar days after signing the agreement in order to ensure that the inventory and hierarchy of assets have been properly carried out.
- 6.2. The service provider must submit and agree with the Contracting entity a timetable for the performance of the service within 10 calendar days of receipt of the documents referred to in Chapter 7. The timetable shall be to the nearest day or week, and the actions and deadlines set out in the timetable may be subject to adjustment by the supplier with the prior written agreement of the Contracting entity, but the final date for completion of the services shall not be later than the date provided for in this Technical Specification. The timetable must be in digital .pdf, .xls, .docx or equivalent format.
- 6.3. The service provider undertakes:

6.3.1. by 1 July 2025, to carry out the identification, inventory, inventory hierarchy, mapping of methane leakage sources on the technological diagrams, prepare the database in the information system and finalize the final agreement with the Contracting entity to enable the Contracting entity to independently use the database information system;

6.3.2. by 1 July 2025, to carry out measurements of potential sources of methane leakage, to analyse the measurements and to submit and finalise verification reports, based on templates agreed with the Contracting entity, which shall be suitable for use in the operation.

6.4. within 6 months from the date of conclusion of the Agreement, the Service provider's database information system licensed to the Contracting entity shall implement authentication functionality with Microsoft ENTRA ID and Single Sign-On (SSO) or multi-factor authentication.

6.5. The licence support services shall be provided for a period of 12 months from the date of conclusion of the Agreement. The duration of the licence support services may be extended up to 2 times for a maximum period not exceeding (after) 12 months. The total duration of the provision of the Services is 36 months.

7. DOCUMENTATION PROVIDED DURING THE PERFORMANCE OF THE AGREEMENT

7.1. List of facilities of contracting entity;

7.2. Technological diagrams of contracting entity facilities;

7.3. AMIS asset hierarchy data of contracting entity.

procurement of services for the inventory of potential sources of methane pollution and detection of uncontrolled methane leaks



CONTRACT FOR THE SALE AND PURCHASE OF SERVICES GENERAL CONDITIONS OF THE CONTRACT

1. MAIN PROVISIONS

1.1. Definitions

Capitalised definitions used in the Contract, as well as in correspondence between the Parties to the Contract, shall have the meanings set out below:

(a) Certificate shall mean the certificate of handover and acceptance of the Services, or another equivalent document, signed by the Parties and authenticated by the signatures of the Parties after the provision of the Services by the Supplier;

(b) Group shall mean the group of companies controlled by UAB EPSO-G, consisting of UAB EPSO-G and subsidiaries directly and indirectly controlled by UAB EPSO-G;

(c) Origin Requirements shall mean the requirements laid down in the Procurement Documents with regard to the origin of the Supplier, subcontractors or economic operators whose capacities are relied upon or persons controlling them, as well as the origin of services.

(d) Supplier shall mean the party to the Contract that provides the Services specified in the Contract to the Buyer;

(e) Tender shall mean the Supplier's Tender for the Procurement (the totality of the documents and explanations submitted by the Supplier for the Procurement);

(f) Services shall mean the services specified in the Contract which the Supplier undertakes to provide to the Buyer;

(g) Screening shall mean screening of the transaction (Contract) and/or Persons to be Screened in accordance with the procedure set out in the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security, during which the Supplier (all heads of the economic operators constituting the Supplier) and/or the subcontractors and their employees shall be obliged to provide the necessary documents and information for such screening;

(h) Buyer shall mean the party to the Contract that purchases the Services specified in the Contract from the Supplier;

(i) Procurement shall mean the purchase of Services that has resulted in the award of the Contract;

(j) Procurement Documents shall mean all documents and data provided by the Buyer to potential suppliers during the Procurement, describing the Services to be procured and the terms and conditions of the Procurement: the Contract Notice, the Terms and Conditions of the Procurement, the Technical Specification, the Draft Contract, any other documents relating to the Procurement, and any clarifications (revisions) provided by the Buyer during the Procurement;

(k) Law on Procurement shall mean the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services;

(l) Initial Contract Value shall mean the Contract Value (excluding VAT) specified in the Special Conditions of Contract;

(m) Contract shall mean the contract between the Buyer and the Supplier: the General Conditions and the Special Conditions (together with any amendments, supplements, agreements and annexes) under which the Parties undertake to comply with the terms of the Contract;

(n) Contract Price shall mean the final total amount payable to the Supplier under the Contract, including all applicable taxes and costs;

(o) Consent shall mean a written consent issued by the Buyer to work in the operating facilities (installations) of the natural gas transmission system and/or their protection zone;

(p) Parties shall mean the Buyer and the Supplier jointly, and a **Party** shall mean the Buyer or the Supplier individually;

(r) Technical Specification shall mean an annex to the Terms and Conditions of the Procurement and the clarifications provided by the Buyer during the Procurement (paragraph 9 of the Special Conditions of the Contract);

(s) Persons to be Screened shall mean the employees of the Supplier (all economic operators comprising the Supplier) and/or subcontractors who, by reason of their assigned functions or work, have been granted, or are about to be granted, the right of unescorted access to the facilities or assets critical for national security under the control of the Buyer, and

who are subject to screening in accordance with the criteria and procedures specified in the Law on the Protection of Objects Critical for National Security.

1.2. Subject Matter of the Contract

1.2.1. The Supplier undertakes to provide the Services specified in the Contract and the Buyer undertakes to pay for the Services in the manner and within the deadlines specified in the Contract.

1.3. Responsible Persons

1.3.1. The Parties shall deal with matters relating to the performance of this Contract through the responsible persons designated by the Parties in the Contract. Communication between the responsible persons shall take place through their contact details specified in the Contract.

1.3.2. The Parties hereby ensure that the responsible persons appointed by them have all the necessary powers to perform the Contract. Decisions taken by the responsible persons contrary to the Contract without a separate authorisation shall be null and void and shall not create any new rights or obligations for the Parties.

1.3.3. Either Party shall have the right to replace unilaterally the responsible person specified in the Contract with another responsible person by giving prior written notice to the other Party, together with updated contact details as specified in the Special Conditions of the Contract.

1.4. Performance of the Contract

1.4.1. The Supplier undertakes to perform the Contract at its own risk, as diligently and efficiently as possible, in the best interests of the Buyer, in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge.

1.4.2. The Supplier shall be responsible for ensuring that during the entire period of performance of the Contract (including specialists, subcontractors whose capabilities are relied upon by the Supplier):

1.4.2.1. It has the right to engage in the activities required for the performance of the Contract; if the Supplier's qualification for the right to engage in the activities in question has not been screened, or has not been screened fully, the Supplier undertakes that the procurement contract shall be performed only by persons who have such a right;

1.4.2.2. It meets the technical and professional capability requirements and other requirements for the qualification of suppliers set out in the Procurement Documents and necessary for the proper performance of the Contract;

1.4.2.3. It does not have grounds for exclusion where required by the Procurement Documents;

1.4.2.4. It complies with the commitments and parameters set out in the Tender, including the values and parameters of the cost-effectiveness criteria;

1.4.2.5. It ensures compliance with the established standards of the quality management system and/or environmental management system, where required by the Procurement Documents;

1.4.2.6. It complies with the interests of national security if the Procurement Documents provide for Screening to be carried out in accordance with the requirements of the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security;

1.4.2.7. It complies with the Origin Requirements, if any, set out in the Procurement Documents;

1.4.2.8. It ensures that the Supplier is not subject to international sanctions implemented in the Republic of Lithuania as defined in the Law of the Republic of Lithuania on International Sanctions.

1.4.3. The Buyer shall have the right to inspect and evaluate the provision of the Services. At the Buyer's request, the Supplier shall provide all information and documentation as may be necessary to demonstrate the progress and results of the performance of the Contract and the compliance with the requirements of the Contract.

1.4.4. Each Party undertakes to respond to an enquiry from the other Party promptly, but no later than within three (3) working days from the date of receipt, unless a later date is specified in the enquiry itself. The Parties may reply within a longer period of time if such a period is objectively necessary, and the Party shall inform the other Party before the expiry of the period of time referred to in this paragraph, stating the reasons for this.

1.4.5. The Supplier undertakes to notify the Buyer (and the relevant authorities where required) immediately, but in any event within 2 (two) working days at the latest, of any incidents that violate occupational health and safety, hygiene,

environmental protection, and fire safety requirements that occurred during the provision of the Services (in the course of the provision of the Services on the Buyer's premises and/or territories).

1.4.6. Where the Services are provided on the basis of separate orders from the Buyer, such orders shall be placed and confirmed in writing and/or by email or, in urgent cases, by telephone, after confirmation of such an order in writing and/or by email no later than the next working day. Unless otherwise provided in the Technical Specification or the Special Conditions of the Contract, the Parties shall agree on the scope of the Services to be ordered, the timing and/or location of the provision of the Services, and any other necessary terms and conditions at the time of the placement of orders. Orders shall be deemed to be agreed when both Parties have confirmed them. Orders may be amended and cancelled by mutual agreement between the representatives of the Parties. An Order shall be deemed to have been fulfilled when the Supplier has provided the Buyer with all Services specified therein and the Buyer has confirmed the provision of the respective Services.

1.4.7. If the Supplier fails to provide the Services on time (including delays in rectifying any deficiencies identified at the time of handover and acceptance of the Services, as set out in Section 1.8 of the General Conditions of the Contract), the Buyer shall charge the Supplier default interest of 0.02% (zero point zero two percent) of the value of the defaulted obligations, exclusive of VAT. If it is not possible to determine the value of the defaulted obligations, the default interest shall be calculated based on the agreed or Initial Value of the Contract, for each day of delay until the date of fulfilment of the obligations, unless otherwise provided for in the Special Conditions of the Contract. The amount of default interest shall not exceed 5% (five percent) of the value of the defaulted obligations, exclusive of VAT, and, if it is not possible to determine the value of the defaulted obligations, the default interest shall be calculated based on the agreed or Initial Value of the Contract. The payment of default interest shall be the sole remedy for the delay, except in cases where additional damage is suffered by the Buyer due to the delay. Failure to provide the Services on time shall constitute a missed deadline specified in the Contract or in the Buyer's order.

1.4.8. If the Special Conditions of the Contract specify that Consent must be obtained, then:

1.4.8.1. The Supplier (including subcontractors/employees) shall obtain written Consent from the Buyer before commencing the provision of the Services (the relevant part of the Services for which Consent is required);

1.4.8.2. The Supplier undertakes to provide all the documents necessary to obtain such Consent (a list of the documents to be provided is available *here*);

1.4.8.3. The Consent issued by the Buyer shall be valid for the entire duration of the provision of the Services (or the relevant part thereof) on the specified premises and/or territories.

1.5. The Supplier and Other Persons Engaged for the Performance of the Contract

1.5.1. The Supplier shall be responsible for ensuring that the Services are provided only by persons (specialists, subcontractors on whose capacities the Supplier relies) who meet the requirements set out in the Procurement Documents. The requirements shall apply to the extent provided for in the Procurement Documents (see paragraph 1.4.2. of the General Conditions of the Contract).

1.5.2. If the Procurement Documents impose specific qualification or other requirements for the persons who will perform the Contract, or if the Supplier has relied on their capacities in submitting the Tender, only the persons who meet those requirements and who are identified in the Tender may perform the Contract. If the Supplier intends to change the person named in the Tender during the performance of the Contract, the Supplier shall submit a reasoned letter to the Buyer and obtain the Buyer's written consent. The change may only be made for objective reasons (bankruptcy/liquidation or a similar situation; termination of the legal relationship with the Supplier; illness, etc.). The newly appointed person shall have qualification and experience at least equal to those specified in the Procurement Documents and shall meet the other requirements set out in the Procurement Documents (if any). In the event that the Buyer determines during the performance of the Contract that the person performing the Contract does not meet the requirements set out in the Procurement Documents, the Supplier shall undertake to replace the non-compliant person with a compliant person within 10 (ten) working days of such a request by the Buyer.

1.5.3. Prior to the conclusion of the Contract, the Supplier undertakes to inform the Buyer of the names, contact details and representatives of all subcontractors known to the Supplier, if any, and if they have not been indicated in the Tender. The Supplier undertakes to keep the Buyer informed of any changes to this information throughout the performance of the Contract, as well as of any new subcontractors that it intends to engage at a later date.

1.5.4. Where the nature of the Contract so permits, the Special Conditions of the Contract shall specify the possibility of direct settlement with subcontractors. If a sub-supplier expresses a wish to make use of the direct settlement option, a

of the Contract do not provide for such an option, the nature of the Contract shall be deemed not to allow for direct settlement with subcontractors.

1.5.5. Where the Tender has been submitted by a group of suppliers acting in accordance with a joint venture contract, should there be a reasonable need to replace the joint venture partners, such replacement shall be possible provided that:

1.5.5.1. Receipt of a request from the remaining joint venture partner for a replacement of a joint venture partner and confirmation of the intention of the withdrawing joint venture partner to withdraw from the joint venture and to transfer all obligations under the joint venture contract to the new and/or remaining joint venture partner;

1.5.5.2. The written agreement of the new and/or remaining joint venture partner to replace the withdrawing joint venture partner and to assume all the obligations of the withdrawing joint venture partner under the Contract;

1.5.5.3. The new and/or remaining joint venture partners (jointly) have at least the qualification and experience specified in the Procurement Documents, and meet the other requirements (if any) set out in the Procurement Documents;

1.5.5.4. A copy of the new joint venture contract or the amendment to the existing joint venture contract, with the relevant amendments that comply with the requirements set out in the Procurement Documents and applicable to the joint venture contract, has been received.

1.6. Quality Requirements for the Services

1.6.1. The Supplier warrants that, at the time of handover and acceptance of the Services (the result thereof) or any part thereof, the Services will comply with the requirements set out in the Contract, will have been provided in a high-quality manner, and will be free from any deficiencies that would nullify or impair the value of the Services or the suitability of the result for ordinary use.

1.6.2. Unless the Contract specifies quality conditions, the quality of the Services provided by the Supplier must comply with the requirements normally applicable to this type of service.

1.7. Suspension

1.7.1. The Parties shall have the right to suspend the performance of their obligations in the cases and in accordance with the procedures set out in the Contract and the Civil Code of the Republic of Lithuania. If at any time the Services and/or project preparation are suspended, or additional time is required for adjustments, caused by Buyer, Buyer shall pay to Supplier the standby or re-scheduling fees set forth in the Contract.

1.8. Completion of Provision of the Services

1.8.1. The Services (or any part thereof) shall be accepted by the Parties by signing a Certificate drafted and delivered to the Buyer by the Supplier. One copy of the Certificate signed by the Parties shall be given to the Buyer. If material deficiencies are found in the Services (or any part thereof) at the time of acceptance, the Buyer shall return the Certificate with the material deficiencies specified therein to the Supplier and shall exercise the rights set out in paragraph 1.8.3 of this Section. In the event of non-substantial deficiencies, the deficiencies shall be specified in the Certificate, with a time limit(s) for the rectification of such deficiencies, and the Certificate shall be signed by the Parties. Such a signed Certificate shall be the basis for the invoice and payment. The Buyer shall return the Certificate within 15 (fifteen) days. Failure to do so shall constitute acceptance of the Services.

1.8.2. Acceptance of the Services shall not be deemed to be an unconditional confirmation by the Buyer that the Services comply with the requirements of the Contract and shall not exclude the Buyer's right to require the rectification of any deficiencies at a later date, provided that such deficiencies were not reasonably noticeable at the time of handover and acceptance of the Services. The Buyer shall have the right to require the Supplier to rectify any deficiencies identified for a period of 1 (one) year after acceptance of the Services. Due to the progressive nature of corrosion growth, in the case of corrosion the warranty shall be limited to six (6) months.

1.8.3. In the event of deficiencies, the Buyer shall be entitled, at its choice, to require the Supplier:

1.8.3.1. Primarily, to remedy the deficiencies free of charge within a reasonable period specified by the Buyer;

1.8.3.2. Subsidiary, to reimburse the direct costs of assessing and rectifying the deficiencies after the Buyer has rectified the deficiencies itself or with the help of third parties, but not more than the value of the defective part of the Services.

1.8.4. The Supplier undertakes to remedy any deficiencies without delay and to inform the Buyer of any circumstances affecting or likely to affect the proper performance of the Contract. The time limit for remedying the deficiencies shall not constitute grounds for extending the time limit for the provision of the Services and shall not exclude the Buyer's

shall take place. This paragraph shall apply if the Buyer exercises the right set out in paragraph 1.8.3.1 of the General Conditions of the Contract.

2. PRICE AND PAYMENT

2.1. Contract Price, Conversion and Change of the Price (Rates)

2.1.1. The Contract Price shall include all taxes and all costs associated with the performance of the Contract, unless the Contract expressly provides that certain costs will be paid (reimbursed) separately to the Supplier.

2.1.2. The Parties agree that VAT shall be calculated in accordance with legislation in force at the time of invoicing.

2.1.3. If the Special Conditions of the Contract provide for the application of price (rates) conversions, either party to the Contract shall have the right during the term of the Contract to initiate, at the frequency provided for in the Special Conditions of the Contract, a conversion of the price (rates) provided for in the Contract. For the purpose of the conversion, the Parties shall be guided by the [data of the Indicators Database](#) published by Statistics Lithuania (State Data Agency) on the Official Statistics Portal, without requiring the other Party to submit an official document or confirmation issued by Statistics Lithuania (State Data Agency) or any other institution. In the event that more than 6 (six) months have elapsed between the submission of the (final) tender and the date of the possible conclusion of the Contract, the conversion of the price (rates) provided for in the Contract may be carried out on the date of conclusion of the Contract. The next conversion of the price (rates) provided for in the Contract may be made no earlier and no more frequently than provided for in the Special Conditions of the Contract.

2.1.4. The converted price (rates) shall apply to orders placed after the Parties enter into an agreement on the conversion of the price (rates). The conversion of the Contract price (rates) shall only apply to that part of the Contract which has not been redeemed, i.e. to the Services which have not been accepted and paid for. In the event of delays in the provision of the Services due to the Supplier's fault, the price (rates) of the delayed Services shall not be converted as a result of any price level increase (they may not be increased). The new price (rates) shall be calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a \div 2 \right), \text{ where:}$$

a – the rate (EUR excluding VAT) (if it has already been converted, then the rate after the last conversion shall be included),

a_1 – converted (changed) rate (EUR excluding VAT),

k – the percentage change (increase or decrease) in the prices of Consumer Goods and Services calculated on the basis of the Consumer Price Index (as specified in the Special Conditions of the Contract).

2.1.5. The k value shall be calculated according to the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradžią}} \times 100 - 100, (\%) \text{ where:}$$

Ind_{newest} – the latest index of Consumer Goods and Services published on the date of sending the request for a price conversion to the other party,

$Ind_{initial}$ – the index of Consumer Goods and Services as at the start date (month) of the period (specified in the Special Conditions of the Contract). In the case of the first conversion, the start (month) of the period shall be the month of the date of conclusion of the Contract. In the case of the second and subsequent conversions, the start (month) of the period shall be the month of the value of the published relevant index used at the time of the last conversion.

2.1.6. For the calculations, the index values used shall be specified to four decimal places. The calculated change (k) shall be used for further calculations rounded to one decimal place, and the calculated rate a shall be rounded to two decimal places.

2.1.7. A subsequent conversion of prices or rates may not cover a period for which a conversion has already been performed.

2.2.

Payment

2.2.1. The electronic invoice (including, if applicable, the advance electronic invoice) and the documents related to the payment shall be submitted by the means chosen by the Supplier: the Supplier may submit an electronic invoice complying with the requirements of the EU Directive 2014/55, or submit an electronic invoice in a different format using the information system E-invoice („E. sąskaita“) administered by State Enterprise Centre of Registers.

2.2.2. The time of issuing the invoice:

2.2.2.1. In the case of recurring monthly payments, the invoice for the previous month must be submitted no later than on the 2nd working day of the current month.

2.2.2.2. In the case of individual orders, partial or one-off purchases of the Services, the invoice shall be submitted no later than 2 (two) working days after the date of signature of the Certificate for the Services.

2.2.2.3. The Special Conditions of the Contract may contain other conditions for invoicing.

2.2.3. The Buyer shall pay the invoice submitted in accordance with the Contract within the time limit set out in the Special Conditions of the Contract. In the event of failure by the Buyer to make the payment on time when the invoice is submitted in accordance with paragraph 2.2.1. of the General Conditions of the Contract and the right to withhold payment as set out in the Contract does not apply, the Supplier shall charge the Buyer a default interest of 0.02 (zero point zero two percent) of the amount not paid on time for each day of delay.

2.2.4. The Buyer shall have the right to withhold sums due to the Supplier under the Contract in the event of any material deficiencies in the Services or any material failure to perform other contractual obligations. The Buyer shall be entitled to exercise the right of retention referred to in this paragraph only to the extent necessary to ensure the satisfaction of reasonable claims.

2.2.5. At the time of payment, the amount due as shown on the invoice submitted by the Supplier will be reduced by the amount of penalties (fines and default interest). The Buyer shall be entitled to deduct compensation for damages incurred or to be incurred at any time from any sums payable to the Supplier under the Contract by notifying the Supplier in writing and obtaining the Supplier's confirmation of the amount of the Buyer's damages, or any part thereof. In the absence of (or insufficiency of) amounts payable to the Supplier under the Contract, the Supplier shall be obliged to pay penalties/compensation for damages within 30 (thirty) days of receipt of the Buyer's notification of the amounts payable, unless otherwise provided for in the Special Conditions of the Contract. The Buyer shall be entitled to use the contract performance security (if any) provided by the Supplier.

2.2.6. If, under the legislation of the Republic of Lithuania, the Supplier's remuneration for services rendered is recognised as income received by the Supplier outside of its permanent establishment, and the source of the income is the Republic of Lithuania, the Buyer shall deduct the withholding tax from the amount of the payment to be made to the Supplier. The Parties agree to cooperate in good faith to take advantage of any applicable tax treaties or other tax benefits to minimize or eliminate such withholding taxes to the extent permitted by law.

3. LIABILITY

3.1. Damages and Penalties

3.1.1. Penalties (fines and default interest) provided for in the Contract shall be deemed to be the minimum pre-established damages incurred by the Parties as a result of the breach by the other Party of the relevant term of the Contract, the amount of which the affected Party does not need to prove. The payment of penalties shall not preclude the affected Party from claiming compensation for damages not covered by the penalty and shall not relieve the Party that has paid the penalty of its contractual obligations.

3.1.2. In the event of non-performance or improper performance of the contractual obligations by the Parties, the penalties provided for in the General and/or Special Conditions of the Contract shall apply.

3.1.3. Penalties shall be paid and damages shall be compensated in accordance with Section 2.2 of the General Conditions of the Contract.

3.2. Limitation of Liability

3.2.1. Under the Contract, the Parties shall be liable only for direct damages suffered by the other Party and shall not be liable for indirect damages, including damages for loss of profits, loss of savings or loss of business opportunity.

3.2.2. The total aggregate liability of supplier to buyer for all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or in connection with the contract or the services shall be limited to the amount of the Initial Value of the Contract, but not less than EUR 3,000 (three thousand euro) (if the Initial Value of the Contract does not exceed EUR 3,000 (three thousand euro)).

3.2.3. The total amount of penalties imposed on a Party under the Contract shall be limited to an amount equal to 5 % (five percent) of the Initial Value of the Contract.

3.2.4. The limitation of liability provisions of the Contract shall not apply to damage caused by intent or gross negligence. The limitation of liability referred to in the Contract shall not apply in the case of damage caused by breach of confidentiality obligations, infringement of protection of personal data or intellectual property rights.

3.3. Exemption from Liability

3.3.1. A Party shall not be held liable for any failure to fulfil any of its obligations under the Contract if it proves that such failure was due to circumstances beyond its reasonable control, that the failure could not reasonably have been foreseen at the time of the conclusion of the Contract, and that the Party could not have prevented the occurrence of the circumstances or their consequences, and it did not assume the risk of such circumstances ("Force Majeure").

3.3.2. The Parties understand Force Majeure as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania "On the Exemption from Liability in the Event of Force Majeure".

3.3.3. A Party shall not be relieved of liability if its failure to fulfil its obligations has been affected by decisions, acts or omissions of itself, its subcontractors, entities directly or indirectly owned or controlled by that Party, and their employees (including strikes).

3.3.4. The Party shall notify the other Party of Force Majeure and their impact on the performance of the Contract and on the deadlines immediately, but no later than within 5 (five) working days of their occurrence or becoming apparent, providing evidence of the existence of the above-mentioned circumstances. Failure to give timely notice shall mean that the circumstances had not affected the performance of the Contract until such notice was given.

3.3.5. In the event of Force Majeure, the Party shall take all reasonable measures to mitigate any damage and to minimise its impact on the deadlines for the performance of the Contract.

3.3.6. The grounds for exempting a Party from liability shall only arise during the existence of these circumstances and, once they have been removed, the Party must immediately resume fulfilment of its contractual obligations.

3.3.7. At the Supplier's reasoned request, penalties (or part thereof) shall not apply where the delay in performance of the obligation(s) is due to circumstances beyond the Supplier's control.

3.4. Contract Performance Security

3.4.1. The Buyer shall have the right to require the Supplier to provide a bank guarantee or a letter of surety from an insurance company to ensure the proper performance of the Contract. The contract performance security (if required) shall comply with the conditions set out in the Special Conditions of the Contract and shall be provided in accordance with the procedures set out therein.

4. CONTRACT

4.1. Validity of the Contract

4.1.1. The Contract shall enter into force from the moment it is signed by the last signatory (or, where the Special Conditions of the Contract provide for additional conditions of entry into force, from the moment these conditions are fulfilled) and shall remain in force until the Parties have fully performed their contractual obligations or the Contract has been terminated (or has become invalid). Liability, confidentiality, data protection, intellectual property, dispatch and receipt of notices, language, dispute resolution and other terms which by their nature are intended to survive the completion or termination (or invalidity) of the Contract shall survive such completion or termination (or invalidity).

4.1.2. If any provision of the Contract is or becomes invalid, in whole or in part, by reason of its conflict with applicable legislation or for any other reason, the remaining provisions of the Contract shall remain in full force and effect. In this case, the Parties will negotiate in good faith and seek to replace the invalid provision with another lawful and valid provision which, to the extent possible, achieves the same legal and economic result as the provision of the Contract to be so replaced.

4.1.3. If the Special Terms of the Contract provide for an extension of the Contract and all conditions relating to the extension of the Contract have been fulfilled, the Contract shall be automatically extended for the minimum period provided for, unless either Party gives notice of termination of the Contract at least 30 (thirty) days prior to the expiry of the term of the Contract.

4.2. Amendment of the Contract

4.2.1. The Contract may be amended by written agreement of the Parties in accordance with the conditions and procedures set out in the Contract. The Contract may also be amended in cases not provided for therein, provided that such amendments do not conflict with the provisions of Article 97 of the Law on Procurement.

4.2.2. The deadline for provision of the Services may be extended in the following circumstances:

4.2.2.1. Adverse weather conditions that make it impossible to provide the Services (or any part thereof): heavy rainfall, flooding, dense fog, squally winds, heavy snow, blizzards, etc. This option shall only apply to the part of the Services that are subject to natural conditions for their quality and/or provision;

4.2.2.2. Acts or omissions by the Buyer that prevent the proper and timely performance of the Supplier's obligations under the Contract, including delays by the Buyer in appointing specialists responsible for the performance of its obligations under the Contract, or the non-performance or improper performance of the Buyer's other obligations under the Contract;

4.2.2.3. Failure to perform any function assigned to a state or municipal authority, body, office or organisation, or other entity by law, within a set (or reasonable) time limit;

4.2.2.4. Protracted procurement procedures which make it impossible or excessively difficult to commence and/or complete the provision of the Services within the prescribed time limit;

4.2.2.5. Delays, impediments or interferences beyond the Supplier's control and caused by and attributable to third parties (e.g., improper performance of another contract of the Buyer, the performance of which has a direct impact on the Supplier's performance of the Contract);

4.2.2.6. Other cases (if any) provided for in the Special Conditions of the Contract.

4.2.3. The time limit for the fulfilment of the contractual obligations may be extended for a period not exceeding the duration of the specific circumstance as provided for in paragraph 4.2.2 of the General Conditions of the Contract. The Supplier shall in all cases seek to minimise the impact of the circumstances and shall justify in the request for extension the existence of the relevant conditions and their impact on the time limits for the provision of the Services (or part thereof), as well as the fact that these conditions are due to causes beyond the Supplier's control. Any extension of the time limit for the provision of the Services shall be agreed in writing by the Parties and shall form an integral part of the Contract.

4.3. Termination of the Contract

4.3.1. The Contract may be terminated in the cases provided for in Article 98 of the Law on Procurement and in the Contract, including the possibility to terminate the Contract by agreement of the Parties.

4.3.2. Either Party shall have the right to terminate the Contract unilaterally by giving a written notice to the other Party at least ten (10) days in advance if:

4.3.2.1. The other Party enters into bankruptcy, restructuring or liquidation proceedings, becomes insolvent or ceases its business activities, or a similar situation arises under any other law;

4.3.2.2. The performance of the Contract is suspended for more than 120 (one hundred and twenty) days due to Force Majeure;

4.3.2.3. The amount of penalties payable to the other Party exceeds 5% (five percent) of the Initial Value of the Contract;

4.3.2.4. The other Party, through its own fault, is unable and/or refuses to perform its contractual obligations, or any part thereof, irrespective of the value of such part;

4.3.2.5. If, at the Party's request, the other Party fails to provide evidence to rebut the circumstances that may lead to the termination of this Contract;

4.3.2.6. The other Party violates the provisions of the Contract governing the protection of personal data, intellectual property or the management of confidential information;

4.3.3. The Buyer shall have the right to terminate the Contract unilaterally by giving the Supplier a notice at least ten (10) days in advance:

4.3.3.1. If the Supplier assigns the rights and obligations arising from the Contract to third parties without the Buyer's written consent;

4.3.3.2. If the Supplier fails to comply with the requirements set out in paragraph 1.4.2 of the General Conditions of the Contract;

4.3.3.3. If the Supplier commits a material breach of the Contract;

4.3.3.4. If the Buyer receives an instruction/recommendation to terminate the Contract from the authorities involved in procurement management.

4.3.4. The Parties shall also have the right to terminate the Contract in other cases specified in the General Conditions and in the Special Conditions of the Contract, as well as in the cases specified in Articles 6.217 and 6.721 of the Civil Code of the Republic of Lithuania;

4.3.5. Where a Party remedies the breach or the circumstances giving rise to the start of the termination procedure of the Contract have ceased to exist, the Contract shall not be terminated and the termination notice shall cease to have effect if the Party that remedied the breach informs the other Party accordingly.

4.3.6. In the event of termination of the Contract due to the Supplier's fault, the Supplier shall not be entitled to compensation for any damages incurred in addition to the remuneration due to the Supplier for the Services purchased (accepted) by the Buyer.

4.4. Interpretation of the Contract

4.4.1. The Contract shall be governed by and construed in accordance with the law of the Republic of Lithuania.

4.4.2. In the Contract, where the context requires it, words in the singular may have a plural meaning, and vice versa.

4.4.3. The headings of the sections of the Contract are for ease of reading only and cannot be used directly to interpret the Contract.

4.4.4. For the purposes of the interpretation and application of the Contract, the order of precedence of the documents of the Contract shall be as follows:

4.4.4.1. The Technical Specification (including explanations and clarifications, if any);

4.4.4.2. The Special Conditions of the Contract;

4.4.4.3. The General Conditions of the Contract;

4.4.4.4. The Procurement Documents (including explanations and clarifications, if any) (excluding the Technical Specification);

4.4.4.5. The Tender.

4.4.5. The time limits referred to in the Contract shall be calculated in calendar days, months and years, unless otherwise specified in the Contract.

4.4.6. The working days referred to in the Contract shall be understood as any day from Monday to Friday, excluding public holidays as defined in the Labour Code of the Republic of Lithuania. If the time limit referred to in the Contract ends on a day off, the time limit shall be postponed to the first working day thereafter. Working hours (working time) shall be understood as the hours of the working day as published on the Buyer's website.

5. FINAL PROVISIONS

5.1. Representations and Warranties

5.1.1. By signing the Contract, both Parties represent and warrant that:

They are solvent and financially capable of performing the Contract, they have not been subject to any restriction on their activities, they are not in restructuring or liquidation proceedings, they have not suspended or restricted their activities, and they are not in bankruptcy proceedings;

5.1.1.2. They have all the authorisations, decisions, consents and approvals necessary to enter into this Contract and to fulfil the obligations under this Contract fully and properly, and are able to provide them within a reasonable time as determined by the Buyer.

5.1.2. By signing the Contract, the Supplier further represents and warrants that:

5.1.2.1. The Supplier confirms that it has examined and understood the documents referred to in the Contract and provided to it in advance. The Supplier acknowledges that the documentation and information provided are sufficient for the performance of its obligations under the Contract, to the best of the Supplier's knowledge, but does not accept responsibility for the completeness or sufficiency of the information. The Buyer shall be liable for any incorrect data provided to the Supplier and shall be responsible for any and all damages and/or losses caused by the Supplier's reliance on the aforesaid incorrect data.

5.1.2.2. It has all the technical, intellectual, physical, organisational, financial and any other capabilities and qualities necessary and appropriate to enable it to perform the terms of the Contract properly.

5.1.2.3. In its dealings with the Buyer and third parties engaged for the performance of the Contract, it is aware of and undertakes to comply with the provisions of the [Group's Corruption Prevention Policy](#) (the "Policy") and the [Supplier Code of Conduct](#) (the "Code"), which establish lawful, sustainable and fair business practices that include mandatory standards of environmental, human rights, labour standards and business ethics. The Supplier shall ensure that the requirements of this paragraph are complied with by the Supplier's employees, members of the management and supervisory bodies, and other representatives of both the Supplier and the third parties engaged by the Supplier for the performance of the Contract.

5.1.2.4. It will promptly inform the Buyer of any circumstances arising during the term of the Contract which may be deemed to violate the requirements and standards of conduct set out in the Policy and the Code, and, at the Buyer's request, provide all information relating to the occurrence of the circumstances, the remedying of the consequences, and the implementation of preventive measures.

5.2. Intellectual Property

5.2.1. All results and related rights acquired in the performance of the Contract, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, shall be the property of the Buyer and shall pass to the Buyer as from the moment of the handover and acceptance of the Services without any limitation, and may be used, published, assigned or transferred by the Buyer to third parties without the Supplier's express consent, unless otherwise provided for in the Special Conditions of the Contract, or the intellectual property rights are not transferable by virtue of the nature of the Services and/or the exclusivity of the rights, patents, etc.

5.2.2. In order to ensure the proper implementation of the provisions of this Section, the Supplier undertakes to enter into the necessary agreements with its designated employees, subcontractors and any third parties. The Supplier also undertakes to indemnify the Buyer against any claims by third parties in respect of the use of the works of intellectual property, where the Buyer makes use of these works without prejudice to the terms of the Contract.

5.3. Confidentiality and Protection of Personal Data

5.3.1. If, in the performance of the Contract, a Party has received from the other Party information which is a trade secret or other confidential information, it shall not be entitled to disclose such information to third parties without the consent of the other Party.

5.3.2. Confidential Information shall not include the following:

5.3.2.1. Information that is, or was at the time of its submission, publicly available;

5.3.2.2. Information that was obtained from a third party on which the Buyer does not impose any restrictions regarding its disclosure;

5.3.2.3. Information that may not be treated as confidential under current legal requirements;

5.3.2.4. Information that was designated in writing by the other Party as non-confidential.

5.3.3. If the Supplier is in doubt as to whether information is confidential, the Supplier will treat such information as confidential.

5.3.4. Each Party acknowledges and confirms that the personal data referred to in the Contract will be processed solely for purposes related to the performance of the Contract and in accordance with strict confidentiality obligations and requirements for the protection of personal data. The requirements for the processing of personal data, the rights of data subjects and the obligations of data controllers shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation).

5.3.5. Where applicable and if requested by the Buyer, the Supplier shall sign a Confidentiality Agreement (paragraph 9 of the Special Conditions of the Contract) and/or a Personal Data Processing Agreement (paragraph 9 of the Special Conditions of the Contract) in accordance with the standard forms provided by the Buyer, and if the Supplier refuses to do so, the Supplier shall not be allowed to provide the relevant part of the Services and shall be liable for the full extent of any liability for failure to provide the Services in time as set out in the Contract.

5.3.6. Failure to comply with confidentiality and/or personal data protection obligations shall constitute a material breach of the Contract.

5.4. Language

5.4.1. If the Contract is concluded in both Lithuanian and English language(s), and the versions in Lithuanian and in a foreign language(s) do not match, the English text shall prevail.

5.4.2. In the performance of the Contract, communication and correspondence between the Parties shall be conducted in the Lithuanian language, unless the Parties agree otherwise. In cases where the Supplier's registered office (or place of residence) is located outside the Republic of Lithuania, correspondence may be conducted in English or in another language mutually agreed upon by the Parties.

5.4.3. All documentation provided by the Supplier shall be in the English language.

5.5. Notices

5.5.1. All notices required to be given under this Contract or under applicable law shall be served on a Party to the Contract and confirmed by signature, or sent by registered mail or email to the addresses specified in the Contract. Notices shall be deemed to have been duly served 5 (five) working days after the date of dispatch of the registered letter to the other Party at the address specified in the Contract. Notices sent by email shall be deemed to have been received on the working day following the date of dispatch.

5.5.2. A Party shall give prior written notice to the other Party of any change in its particulars. All notices (documents) sent by one Party to the other Party prior to the receipt of notice of the latter's change of address shall be deemed to have been duly served on that Party.

5.5.3. Notices, requests, demands, invoices, certificates and correspondence sent by the Parties shall indicate the number and the date of the Contract.

5.6. Dispute Resolution

5.6.1. Any disputes, disagreements or claims arising out of or in connection with this Contract, its breach, termination or validity shall be settled by negotiation between the Parties.

5.6.2. If the Parties are unable to resolve any dispute, disagreement or claim by negotiations, the dispute, disagreement or claim shall be settled by the courts of the Republic of Lithuania in the place of the Buyer's registered office, applying the law of the Republic of Lithuania.

5.7. Transfer of Rights

5.7.1. The Buyer shall have the right to transfer its rights and/or obligations under the Contract to a third party without the Supplier's express consent. The Supplier shall be informed of the transfer of rights and/or obligations to a third party by written notice.

5.7.2. The Supplier shall not be entitled to assign its rights and/or obligations under the Contract to third parties without the written consent of the Buyer. If the Supplier fails to comply with this requirement, the Supplier and the third party who has assumed the rights and obligations shall be jointly and severally liable towards the Buyer.

5.8. Waiver of Rights

5.8.1. Failure by the Parties to exercise their rights under the Contract shall not constitute a waiver of those rights, unless a Party waives those rights by written notice.

PIRMINIS/GALUTINIS PASIŪLYMAS		INITIAL/FINAL TENDER
AB AMBER GRID (VPP-3861) METANO TARŠOS ŠALTINIŲ INVENTORIZACIJA IR MATAVIMO PASLAUGŲ PIRKIMAS PASLAUGŲ PIRKIMUI		FOR PROCUREMENT OF (VPP - 3861) SERVICES FOR THE INVENTORY OF POTENTIAL SOURCES OF METHANE POLLUTION AND DETECTION OF UNCONTROLLED METHANE LEAKS SERVICES BY AB AMBER GRID
INFORMACIJA APIE TIEKĖJĄ / SUPPLIER INFORMATION		
Tiekėjo pavadinimas / <i>Jeigu dalyvauja Tiekėjų grupė, surašomi visų narių pavadinimai</i>	Name of the Supplier / <i>If a group of Suppliers is present, the names of all members shall be listed</i>	The Sniffers
Tiekėjų grupės atsakingas partneris (<i>pildoma, jei Pasiūlymą teikia Tiekėjų grupė</i>)	Responsible partner of the group of Suppliers (<i>to be filled in if the Tender is submitted by a group of Suppliers</i>)	
Tiekėjo adresas / <i>Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai</i>	Supplier's address / <i>If a group of Suppliers is involved, all addresses of the participants are listed</i>	Poeierstraat 14 2490 Balen Belgium
Tiekėjo juridinio asmens kodas (tuo atveju, jei Pasiūlymą pateikia fizinis asmuo – verslo pažymėjimo Nr. ar pan.) / <i>Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai</i>	Supplier's legal entity code (s) (in case the Tender is submitted by a natural person - business certificate No., etc.) / <i>If the Tender is submitted by a group of Suppliers, all codes of the members of the group of Suppliers shall be listed</i>	0452387313
Tiekėjo PVM mokėtojo kodas/ <i>Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai</i>	Supplier VAT identification number (s) / <i>In case the Tender is submitted by a Supplier group, the codes of all the Supplier group members shall be indicated.</i>	BE 452.387.313
Tiekėjo / Tiekėjų grupės atsakingo partnerio sąskaitos numeris, banko pavadinimas ir banko kodas	Account number, bank name and bank code of the Supplier / responsible partner of the Supplier	ING BELGIUM BANK ACCOUNT N°
Pasiūlymo pasirašymui Tiekėjo / Tiekėjų grupės atsakingo partnerio įgaliojimo	Name, surname, position, telephone number and e-mail of the person authorized by the Supplier / responsible	

asmens vardas, pavardė, pareigos, telefono numeris ir el. paštas	partner of the group of Suppliers to sign the Tender	
Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens laimėjimo atveju pasirašančio Sutartį vardas, pavardė, pareigos	Name, surname and the position of the person authorized by the Supplier / Supplier group to sign the Contract if the Supplier wins the Procurement	
Tiekėjo / Tiekėjų grupės atsakingo partnerio laimėjimo atveju už Sutarties vykdymą paskirto atsakingo asmens vardas, pavardė, pareigos, telefono numeris, el. paštas	Name, surname, the position, telephone No. and e-mail of the person responsible for the implementation of the Contract appointed by a Supplier / responsible partner of the Supplier group	
1.	SUTIKIMAS SU PIRKIMO SĄLYGOMIS	AGREEMENT TO THE PROCUREMENT CONDITIONS
1.1.	Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su PJ ir Pirkimo sąlygose nustatytais Pirkimo procedūromis.	With this Tender, we acknowledge that by submitting our Tender, we agree with the further Procurement procedures set forth in LP and the Procurement conditions.
1.2.	<p><u>Tiekėjas privalo pasirinkti tinkamą Pasiūlymo 1.2 punkto variantą, o netinkamą išbraukti:</u></p> <p>Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų, taip pat Techninės specifikacijos reikalavimus, mūsų Pasiūlymas juos visiškai atitinka ir įsipareigojame jų laikytis vykdydami Sutartį. Taip pat įsipareigojame laikytis ir kitų Lietuvos Respublikoje galiojančių ir Pirkimo objektui bei Sutarčiai taikomų teisės aktų reikalavimų.</p> <p><i>arba (tik Pirminio pasiūlymo atveju)</i></p> <p>Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų reikalavimus, ir patvirtiname, kad mūsų pasiūlymas atitinka minimalius Pirkimo objektui keliamus reikalavimus.</p>	<p><u>The Supplier must choose the appropriate option of paragraph 1.2 of the Tender and delete the other one:</u></p> <p>We confirm that we have carefully read all the requirements of the Procurement conditions, as well as the Technical Specification, our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the Object of Procurement and the Contract.</p>
1.3.	Teikdami Pasiūlymą patvirtiname, kad visos siūlomos prekės (naudojamos medžiagos, įranga) nepriklausomai ar naudojamos darbų atlikimui ar paslaugų suteikimui, atitiks Perkančiojo subjekto nurodytus reikalavimus, ir nebus importuotos iš šalių, ar jų dalių, teritorijų (specialaus statuso zonų), iš kurių tokių tiekiamų prekių (naudojamų medžiagų, įrangos) importas yra draudžiamas pagal Jungtinių Tautų saugumo tarybos sprendimus arba kurioms taikomos Jungtinių Amerikos Valstijų, Europos Sąjungos ribojamosios priemonės	By submitting the Tender we confirm that all the goods (materials used, equipment) offered, whether independently or used for the execution of works or the provision of services, will meet the requirements the Contracting Entity and will not be imported from the countries or their parts, territories (special status zones), from which imports of such supplied goods (materials used, equipment) are prohibited by decisions of the United Nations Security Council or in the case of restrictive measures (sanctions) by the United States, the

	(sankcijos) ar kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika, tarptautinės sankcijos. Perkančiajam subjektui raštu pareikalavus, per jo nurodytą terminą bus pateikti dokumentai, patvirtinantys prekių (naudojamų medžiagų, įrangos) kilmės šalį ir gamintoją ir jo akcininkus.	European Union or international sanctions of other international organizations, the member or participant of which is the Republic of Lithuania. Upon written request of the Contracting Entity, documents confirming the country of origin of the goods (materials used, equipment), the manufacturer and its shareholders will be submitted within the deadline specified by the Contracting Entity.
1.4.	Užtikrinu, kad mano atstovaujamas Tiekėjas/ Tiekėjų grupės nariai ir jo pasitelkiami Subtiekiejai bei Ūkio subjektai, kurių pajėgumais remiamasi, bus susipažinę su 2022 m. lapkričio 25 d. EPSO-G valdybos patvirtintu EPSO-G įmonių grupės tiekėjų etikos kodeksu ¹ ir 2023 m. birželio 29 d. EPSO-G valdybos patvirtinta EPSO-G įmonių grupės antikorupcinės veiklos politika ² prieš vykdydami Sutartį.	I undertake to ensure that the Supplier/members of the Supplier Group represented by me and the Sub-Suppliers, and Economic entities whose capacity is relied on, are familiar with the EPSO-G Company Group's Supplier Code of Conduct ³ approved by the EPSO-G board on 25 th of November, 2022 and the EPSO-G Company Group Anti-Corruption Policy ⁴ approved by the EPSO-G board on 29 th of June, 2023 before engaging in the execution of the Contract.

1.4.1. lentelė / Table 1.4.1.

1.5.	Mes patvirtiname, kad mūsų siūlomos prekės (įskaitant jų gamintojus), paslaugos ar darbai nekels grėsmės nacionaliniam saugumui, , kai sandorio pagrindu susidarytų aplinkybės, nurodytos Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo 13 straipsnio 4 dalies 1 punkte, ir:	We confirm that the goods (including their manufacturers), services or works we offer will not endanger national security, when on the basis of the contract agreement, the circumstances defined in Article of 13 Part 4 (1) the Law on the Protection of Objects of Importance for Ensuring National Security of the Republic of Lithuania deem to arise, and:
1.5.1.	nebus sutrikdytas Perkančiojo subjekto valdomos ryšių ir informacinės infrastruktūros, kurios yra reikšmingos Perkančiojo subjekto veiklai, funkcionavimas;	the functioning of the communication and information infrastructure managed by the Contracting Entity, which is significant for the activities of the Contracting Entity, will not be disrupted;
1.5.2.	nebus sutrikdyta Perkančiojo subjekto, kaip nacionaliniam saugumui svarbios įmonės, veikla;	the activities of the Contracting Entity as a company important for national security will not be disrupted;
1.5.3.	nebus siekiama išgauti valstybės ir tarnybos paslaptį sudarančią ar kitą neviešą (Perkančiojo subjekto konfidencialią) informaciją;	no attempt will be made to obtain information that constitutes a state or official secret or other non-public (confidential of the Contracting Entity) information;
1.6.	Patvirtinu, kad teikiant Pasiūlymą nėra nei vienos iš šių sąlygų:	I confirm that none of the following conditions apply when submitting the Tender:
1.6.1.	Tiekėjas, jo Subtiekiejas, Tiekėjų grupės nariai, Ūkio subjektai, kurių pajėgumais remiamasi, Tiekėjo siūlomų prekių gamintojas ar juos kontroliuojantys asmenys yra juridiniai asmenys, registruoti VPĮ 92	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entities whose capacity is relied on, the manufacturer of the goods offered by the Supplier or the persons controlling them are legal entities registered in the countries or territories ⁶ listed in Article 92 (15) of the LPP;

¹ Skelbiama Epso-G įmonių grupės tinklalapyje adresu: <https://www.epsog.lt/uploads/documents/files/Politikos/2022-11-25%20Tiekej%20etikos%20kodeksas.pdf>

² Skelbiama Epso-G įmonių grupės tinklalapyje adresu: <https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika.pdf>

³ Published on the website of the Epso-G group of companies at: <https://www.epsog.lt/uploads/documents/files/EPSO-G%20Supplier%20Code%20of%20Conduct%202022%2011%2025.pdf>

⁴ Published on the website of the Epso-G group of companies at: https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika%20_ENG_2023.pdf

⁶ Russian Federation; The Republic of Belarus; Crimea annexed by the Russian Federation; The territory of Transnistria not controlled by the Government of the Republic of Moldova; The territories of Abkhazia and South Ossetia which are not under the control of the Sakartveli Government.

	straipsnio 15 dalyje numatytame sąraše nurodytose valstybėse ar teritorijose ⁵ ;	
1.6.2.	Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektas, kurio pajėgumais remiamasi, Tiekėjo siūlomų prekių gamintojas ar juos kontroliuojantys asmenys yra fiziniai asmenys, nuolat gyvenantys VPĮ 92 straipsnio 15 dalyje numatytame sąraše nurodytose valstybėse ar teritorijose arba turintys šių valstybių pilietybę;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entity whose capacity is relied on, the manufacturer of the goods offered by the Supplier or the persons controlling them are natural persons residing in the countries or territories listed in Article 92 (15) of the LPP or having the citizenship of these countries;
1.6.3.	prekių kilmė yra ar paslaugos teikiamos iš VPĮ 92 straipsnio 15 dalyje numatytame sąraše nurodytų valstybių ar teritorijų;	the goods originate or the services are provided from countries or territories included in the list provided for in Article 92 (15) of the LPP;
1.6.4.	Lietuvos Respublikos Vyriausybė, vadovaudamasi Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatyme įtvirtintais kriterijais, yra priėmusi sprendimą, patvirtinantį, kad šios dalies 1.8.1 ir 1.8.2 punktuose nurodyti subjektai ar su jais ketinamas sudaryti (sudarytas) sandoris neatitinka nacionalinio saugumo interesų.	The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in Clauses 1.8.1. and / or 1.8.2. of the GPC do not meet national security interests;
1.7.	Patvirtinu, kad Tiekėjui, Subtiekėjams, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektams, kurių pajėgumais remiuosi ir (ar) remsiuosi, prekių gamintojams ar juos kontroliuojantiems juridiniams ir (ar) fiziniams asmenims netaikomos Jungtinių Tautų saugumo tarybos, Europos Sąjungos, kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika ar Jungtinių Amerikos Valstijų sankcijos (ribojamosios priemonės).	I declare under honour that the supplier, sub-suppliers whom I have invoked or will invoke in the future, economic operators whose capabilities I rely on and/or will rely on, manufacturers of goods, or the legal or natural persons who control them are not subject to international sanctions (restrictive measures) implemented by the United Nations Security Council, the European Union, other international organizations of which the Republic of Lithuania is a member or participant, or by the United States of America. The controlling person is understood as defined in the Competition Law of the Republic of Lithuania.
1.8.	Patvirtinu, kad Tiekėjas, Subtiekėjai, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektai, kurių pajėgumais remiuosi ar (ir) remsiuosi, yra registruoti (Tiekėjas, Tiekėjų grupės narys, Subtiekėjas, Ūkio subjektas, kurio pajėgumais remiamasi, Kvazisubtiekėjas, kuris yra fizinis asmuo – nuolat gyvenantis ar turintis pilietybę) Europos Sąjungos valstybėje narėje, Šiaurės Atlanto sutarties organizacijos valstybėje narėje ar trečiojoje šalyje, pasirašiusioje PĮ 29 straipsnio 4 dalyje nurodytus tarptautinius susitarimus.	I declare under honour that the Supplier, the Sub-suppliers, members of the Supplier group or the Economic entity whose capacity is relied on or will be relied on in the future, are registered (the Supplier, the Sub-supplier, a member of the Supplier group, the Economic entity on whose capacities the Supplier relies on, the Quasi-Sub-supplier, a natural person is not a permanent resident or has a citizenship) in a member state of the European Union, member state of the North Atlantic Treaty Organization or in a third country which is a signatory to the international agreements referred to in Article 29 (4) of the LP
1.9.	Deklaruojamoms aplinkybėms pasikeitus, įsipareigoju nedelsiant apie tai informuoti Perkantįjį subjektą.	If the declared circumstances change, I undertake to inform the Contracting Entity immediately.
1.10.	Tiekėjas už pateiktos informacijos teisingumą atsako įstatymų nustatyta tvarka.	The Supplier shall be liable for the accuracy of the information provided in accordance with the procedures established by law.

⁵ Rusijos Federacija; Baltarusijos Respublika; Rusijos Federacijos aneksuotas Krymas; Moldovos Respublikos Vyriausybės nekontroliuojama Padniestrės teritorija; Sakartvelo Vyriausybės nekontroliuojamos Abchazijos ir Pietų Osetijos teritorijos.

2.	PASIŪLYMO KAINA	TENDER PRICE
2.1.	Pasiūlymo kaina nurodoma eurai.	Tender price to be indicated in EUR.
2.2.	Pasiūlymo kaina nurodoma užpildant pateiktą lentelę:	Tender price to be indicated by completing the below provided table:

Eil. Nr. / No.	Pirkimo objektas / Object of the Procurement	Matavimo vienetai / Measurement units	Preliminarus kiekis Paslaugų teikimo laikotarpiu ⁷ / Preliminary / Precise amount During Service provision period ⁸	Įkainis, Eur be PVM / Rate in EUR, excluding VAT*	Kaina, Eur be PVM ⁹ / Price in EUR, excluding VAT ¹⁰
1	2	3	4	5	6=4*5
1.	Duomenų bazės parengimas / Preparation of the database	Taškų skaičius / Number of points	87 773	0,35	30.720
2.	Matavimai objektuose / On site measurements	Taškų skaičius / Number of points	87 773	1,9	166.768
3.	Licencijos ir jų palaikymas / Licences and support	Naudotojai / Users	6	708	25.488 6 users / 36 months
4.	Ataskaitos / Reports	Vienetai / Units	5	980	4900
5.	Konsultacijos ir mokymai / Consultations and training	Valandos / Hours	20	172,50	3.450
Pasiūlymo kaina, Eur be PVM¹¹ / Total Tender price in EUR, excluding VAT¹²					231.326

⁷ Nurodytas preliminarus Pirkimo objekto kiekis. Perkantysis subjektas neįsipareigoja nupirkti viso nurodyto kiekio.

⁸ The preliminary of Procurement object is indicated. The Contracting Entity does not undertake the liability to purchase the whole indicated amount.

⁹ Kaina Eur be PVM apskaičiuojama padauginant įkainį Eur be PVM iš nurodyto preliminarus kiekio.

¹⁰ The price in EUR excluding VAT is calculated by multiplying the rate in EUR excluding VAT with the indicated preliminary amount.

¹¹ Tai nėra Perkančiojo subjekto įsipareigojimas Laimėjusiam Tiekėjui sumokėti nurodytą sumą Sutarties galiojimo laikotarpiu ir bus naudojama tik Pasiūlymų vertinimui ir palyginimui. Laimėjusiam Tiekėjui bus sumokama tik už faktišką kiekį. 220.000,00 Eur be PVM. Pasiūlymo kaina Eur be PVM bus naudojama tik pasiūlymų vertinimui ir palyginimui. Sutartis su Laimėjusiu Tiekėju bus sudaroma sumai, nurodytai pridėtame Sutarties projekte.

¹² This is not the Contracting entity's obligation to pay the specified amount to the Winning Supplier during the term of the Contract and will be used only for the evaluation and comparison of the Tenders. The winning Supplier will be paid for the actual acquired quantity only. 220.000,00 Eur be PVM. The Tender price in EUR excl. VAT will be used only for the purpose of evaluation and comparison of the Tenders (to confirm the Tender ranking and select the winning Supplier). The Contract with the winning Supplier will be concluded for an amount indicated in attached draft Contract..

PVM / VAT, Eur**	0
Pasiūlymo kaina, Eur su PVM ¹³ / Total Tender price in EUR, including VAT ¹⁴	231.326

* Į kainiai turi būti pateikiami ne daugiau kaip dviejų skaičių po kablelio tikslumu. / The rates are to be submitted at the preciseness of not more than two digits after the comma.

**Jeigu taikomas 0 proc. ar lengvatinis PVM dydžio tarifas, prašome nurodyti, kuo vadovaujantis taikomas toks PVM dydžio tarifas: / In case a VAT of 0 percent or a concession on VAT is applied, please indicate, based on what grounds the respectful VAT rate is applied:

No VAT is applicable between Belgium and the Republic of Lithuania.

3.	TECHNINĖJE SPECIFIKACIJOJE NUSTATYTŲ REIKALAVIMŲ ATITIKTIES LENTELĖS	TABLES OF COMPLIANCE WITH THE REQUIREMENTS SET OUT IN THE TECHNICAL SPECIFICATION
3.1.	Patvirtinu, kad pateikiamas pasiūlymas, visa apimtimi atitinka techninės specifikacijos reikalavimus.	I certify that the tender submitted complies fully with the requirements of the Technical Specification.

3.2.	Papildomas kokybės (naudingumo) vertinimo kriterijus	Authentication functionality implemented with Microsoft ENTRA ID and Single Sign-On (SSO) OR multi-factor authentication	Pasiūlymo atitikimas nustatytam kriterijui	Complies multi-factor authentication official letter of confirmation from the Supplier with the initial tender is enclosed
3.2.1	Sistemoje realizuotas autentifikacijos funkcionalumas su Microsoft ENTRA ID bei Single Sign-On (SSO) ARBA kelių veiksnių autentifikavimas (multi-factor authentication)	The system will implement authentication functionality with Microsoft ENTRA ID and Single Sign-On (SSO) OR multi-factor authentication at no later than 6 months, at no additional cost to the Contracting entity	Atitinka/Neatitinka [nurodo tiekėjas] Su pirminiu pasiūlymu pateikti oficialų Tiekėjo raštą su patvirtinimu	Complies multi-factor authentication official letter of confirmation from the Supplier with the initial tender is enclosed

¹³ Pasiūlymo kaina Eur su PVM turi apimti visas išlaidas, visus mokesčius ir apmokestinimus, mokėtinus pagal galiojančius Lietuvos Respublikos įstatymus.

Jei Tiekėjas nėra PVM mokėtojas arba *paslaugos* yra neapmokestinamos / i PVM pagal Lietuvos Respublikos pridėtinės vertės mokesčio įstatymą, grafoje „PVM“ rašoma – 0, o grafoje „Pasiūlymo kaina Eur su PVM“ įrašoma ta pati suma kaip ir grafoje „Pasiūlymo kaina Eur be PVM“. **Jei Tiekėjas nėra PVM mokėtojas arba paslaugoms nėra taikomas PVM arba taikomas lengvatinis PVM, Tiekėjas turi nurodyti PVM netaikymo ar lengvatinio PVM taikymo pagrindimą.**

¹⁴ The price of the Tender in EUR including VAT must encompass all the costs, all taxes and rates, payable in accordance with the valid laws of the Republic of Lithuania.

In case the Supplier is not a VAT payer or the *services* are not subject to VAT in accordance with the Law on Value Added Tax of the Republic of Lithuania, 0 is written in the column “VAT”, while in the column “Tender price in EUR including VAT” the same sum as listed under the column “Tender price in EUR not including VAT” shall be indicated. **In case the Supplier is not a VAT payer or services are not subject to VAT or a VAT concession is applicable, the Supplier shall be liable to indicate the grounds for exemption of VAT application or a VAT concession.**

3.2.2	Sistemoje ne vėliau kaip per 6 mėn. be papildomo mokesčio perkančiajam subjektui bus realizuotas autentifikacijos funkcionalumas su Microsoft ENTRA ID bei Single Sign-On (SSO) ARBA kelių veiksmų autentifikavimas (multi-factor authentication)	Authentication functionality implemented with Microsoft ENTRA ID and Single Sign-On (SSO) OR multi-factor authentication	Atitinka/Neatitinka [nurodo tiekėjas] Su pirminiu pasiūlymu pateikti oficialų Tiekėjo raštą su patvirtinimu	Complies multi-factor authentication official letter of confirmation from the Supplier with the initial tender is enclosed
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4.	PASIŪLYMO GALIOJIMO TERMINAS	TENDER VALIDITY TERM
4.1.	Pasiūlymas galioja 90 kalendorinių dienų nuo Pasiūlymo pateikimo termino pabaigos.	The Tender is valid for 90 calendar days since the final deadline for submission of the Tender .
5.	KONFIDENCIALI INFORMACIJA	CONFIDENTIAL INFORMATION
5.1.	Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija ¹⁵ , tačiau Tiekėjas gali nurodyti, kad tam tikra jo Pasiūlyme pateikta informacija yra konfidenciali atitinkamus dokumentus arba informaciją pažymėdamas žyma „KONFIDENCIALU“. Bet koku atveju, visą Pasiūlymo konfidencialią informaciją Perkančiojo subjekto prašymu privalės nurodyti <u>galimas laimėtojas/laimėtojas</u> užpildant SPS 7 priedą „Konfidenciali informacija“ ir pateikti šios informacijos konfidencialumą pagrindžiančius dokumentus. Nepateikus prašomos informacijos ar konfidencialumo pagrindimo, bus laikoma, kad visa Pasiūlymą ¹⁶	The entire Tender of the Supplier may not be considered confidential ¹⁷ , but the Supplier may indicate that certain information provided in the Tender is confidential by marking the respective documents or information as “CONFIDENTIAL”. In any case, all Confidential information of the Tender must be provided <u>by the potential winner / winner</u> at the request of the Contracting Entity by completing Annex No. 7 of the SPC “Confidential Information” and providing documentation justifying the confidentiality of this information. Failure to provide the requested information or confidentiality justification will

¹⁵ Vadovaujantis PĮ 32 straipsnio 2 dalimi, konfidencialia negalima laikyti informacijos:

1) jeigu tai pažeistų įstatymų, nustatančių informacijos atskleidimo ar teisės gauti informaciją reikalavimus, ir šių įstatymų įgyvendinamųjų teisės aktų nuostatas;

2) jeigu tai pažeistų PĮ 46 ir 68 straipsniuose ir 94 straipsnio 9 dalyje nustatytus reikalavimus dėl paskelbimo apie sudarytą pirkimo sutartį, kandidatų ir dalyvių informavimo, laimėjusio dalyvio pasiūlymo, sudarytos pirkimo sutarties, preliminariosios sutarties ir šių sutarčių pakeitimų paskelbimo, įskaitant informaciją apie pasiūlyme nurodytą prekių, paslaugų ar darbų kainą, išskyrus jos sudedamąsias dalis;

3) pateiktos tiekėjų pašalinimo pagrindų nebuvimą, atitiktį kvalifikacijos reikalavimams, kokybės vadybos sistemos ir aplinkos apsaugos vadybos sistemos standartams patvirtinančiuose dokumentuose, išskyrus informaciją, kurią atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis, – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti;

4) informacijos apie pasitelktus ūkio subjektus, kurių pajėgumais remiasi tiekėjas, ir subtiekejus – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti.

¹⁶ **Pasiūlymas** – pagal Perkančiojo subjekto nustatytas Sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

¹⁷ Pursuant to Article 32 (2) of the LP, the information cannot be considered confidential¹⁷:

1) if that would violate the provisions of the laws establishing the requirements for disclosure of information or the right to receive information, and the legal acts implementing these laws;

2) if that would violate the requirements set out in Articles 46 and 68 and Article 94 (9) of LP regarding the announcement of the concluded procurement contract, informing of candidates and tenderers, publication of the tender of the Successful Tenderer, concluded contract, draft contract and amendments to these contracts, including information on the price of the goods, services or works specified in the tender, except for its components;

3) provided in the documents certifying the absence of grounds for exclusion of suppliers, compliance with the qualification requirements, quality management system and environmental management system standards, except for information the disclosure of which would violate the obligations of the supplier under contracts concluded with third parties, in so far as this information is necessary for the protection of the supplier's legitimate interests;

4) information on the economic operators whose capacities are relied on by the Supplier and subcontractors, in so far as this information is necessary for the Supplier to protect its legitimate interests.

	<p>sudaranti informacija nėra konfidenciali, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.</p> <p>Perkantysis subjektas negali tretiesiems asmenims atskleisti iš tiekėjų gautos informacijos, kurią jie nurodė kaip konfidencialią, išskyrus atvejus, kai Pasiūlymo informacija negali būti konfidenciali kaip nurodyta šios Pasiūlymo formos 4.2. punkte arba kai Tiekėjas buvo paprašytas pagrįsti Pasiūlymo informacijos konfidencialumą ir per Perkančiojo subjekto nustatytą terminą to nepadare.</p>	<p>result in all information constituting the Tender¹⁸ being considered non-confidential, except for information the disclosure of which is not permitted under the Law on the Legal Protection of Personal Data.</p> <p>The Contracting Entity may not disclose to third parties the information received from the suppliers, which they have indicated as confidential except for cases where the information of the Tender cannot be confidential as indicated in point 4.2. of this Tender form or when the Supplier was requested to provide justification for the confidentiality of the information in the Tender and did not do so within the deadline set by the Contracting Entity.</p>
5.2.	<p>Mums žinoma, kad <u>Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju privalo būti viešinama</u> vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos¹⁹ (toliau – VPT) bei teismų formuojama praktika.</p>	<p>We know that in <u>the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public</u> in case of winning the Procurement in accordance with the provisions of the legal acts regulating public procurement and the practice established by the Public Procurement Office²⁰ (hereinafter - PPO) and courts.</p>

Lentelė Nr. 1 / Table No. 1

Eil. Nr. / No.	Su Paraiška/Pasiūlymu pateikiama informacija	Information provided in the Application / Tender	Viešinimo pagrindas	Grounds for publicity
1.	Užpildyta Pasiūlymo forma	Filled in form of the Tender	Viešinama vadovaujantis Pl 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
2.	Informacija apie ūkio subjektus, kurių pajėgumais remiamasi, subtiekęs ir kvazisubtiekęs	Information about the Economic operators whose capacities will be relied on, Sub-suppliers and Quasi sub-suppliers	Viešinama vadovaujantis Pl 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
3.	Tiekėjo EBVPD ir pagrindžiantys dokumentai	Supplier's ESPD and supporting documents	Viešinama vadovaujantis Pl 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, kad tiekėjo duomenys apie pašalinimo pagrindų buvimą/nebuvimą, kvalifikaciniai duomenys, kuriais tiekėjas remiasi siekdamas laimėti viešąjį pirkimą, negali būti laikomi konfidencialia informacija, išskyrus tokius kvalifikaciją pagrindžiančius	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, that states that the Supplier's data on the existence / absence of grounds for exclusion, the qualification data on which the supplier relies on in order to win the public procurement, cannot be considered confidential, except for such

¹⁸ **Tender** - a set of documents and data submitted by the Supplier in writing in accordance with the Terms and Conditions set by the Contracting Entity, by which it is proposed to supply goods, provide services or perform works.

¹⁹ Daugiau apie konfidencialumą viešuosiuose pirkimuose VPT parengtoje metodikoje: http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

²⁰ You may find more on confidentiality in public procurement in information prepared in Lithuanian language by Public Procurement office:

http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

			dokumentus, kuriuos atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis (PĮ 32 str. 2 d. 3 p.) arba informacijos atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	qualification documents, the disclosure of which would violate the Supplier's obligations under contracts with third parties (Article 32 (2) point 3 the LP) or disclosure of information is not possible under the Law on the Legal Protection of Personal Data.
4.	Prekių, paslaugų ar darbų kaina/įkainiai	Price / rates of goods, services or works	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, išskyrus įkainių sudedamąsias dalis.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, except for the components of the price rates.
5.	Atitikties Techninės specifikacijos reikalavimams lentelė	Table of compliance with the requirements of the Technical Specification	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika.	Information will be published in accordance with Article 32 (2) of the LP, PPO and case law.
6.	Pasirašydamas šį Pasiūlymą, tvirtintu visų kartu su Pasiūlymu pateikiamų dokumentų tikrumą.		By signing this Tender, I certify the authenticity of all documents submitted with the Tender.	

Philippe Guldemont, Managing Director



(Tiekėjo arba jo įgalioto asmens vardas, pavardė, parašas/ *name, surname, signature of the Supplier or a person authorised by the Supplier*)²¹

²¹ Jei dokumentą pasirašo Tiekėjo vadovo įgaliotas asmuo, prie Pasiūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę. / *If the document is signed by a person authorised by the Supplier's CEO, the Tender must be accompanied by a written power of attorney or other document giving the right to sign.*

SECTION III CONFIDENTIALITY

6. The Processor undertakes to ensure the confidentiality of the Data at its own expense and guarantees that access to the Data will be limited to those persons under the direction of the Processor who are bound by an obligation of confidentiality or who are subject to a legal obligation of confidentiality and only if they need to have access to it. The Parties shall ensure that:
 - 6.1. in the event of a change in the persons who process the Data, their access rights to the Data shall be revoked no later than on the last day of the person's assignment requiring access to the Data, or, in the event of the termination of the employment of the Processor's employee, on the last day of the employee's work;
 - 6.2. the access rights and scope of the access rights of the persons who have been granted access to the Data shall be reviewed periodically (at least once every 1 year) and, in accordance with the review, the Processor undertakes to terminate the access to the Data for those employees who no longer require such access.
7. The Processor must demonstrate, at the request of the Controller, that the persons under the direction of the Processor who are entrusted with the processing of the Data are subject to the confidentiality obligation referred to in Clause 6 of the Agreement and have received appropriate training on how to properly comply with the requirements applicable to the processing of the Data in carrying out their duties.

SECTION IV SECURITY OF DATA PROCESSING

8. In accordance with Article 32 of Regulation (EU) 2016/679, the Processor undertakes to implement appropriate technical and organisational measures to ensure a level of security commensurate with the risks, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the Data processing, as well as the risks to the rights and freedoms of individuals of varying degrees of likelihood and seriousness, which are posed by the processing of the Data, and shall therefore implement the minimum technical and organisational requirements set by the Supervisory Authority as set out in Appendix 2. Taking into account the nature, scope, context and purposes of the processing of personal Data to be carried out under the Main Contract, the Controller may provide for additional technical and organisational measures in the procurement documents for the services to ensure a level of security equivalent to the level of risk.
9. The Processor also undertakes to assist the Controller in ensuring compliance with the Controller's obligations under Article 32 of Regulation (EU) 2016/679 by, *inter alia*, providing the Controller with information on the technical and organisational measures already implemented by the Processor, together with any other information necessary for the Controller to comply with its obligations.

SECTION V USE OF OTHER DATA PROCESSORS

10. The Processor shall not be entitled to use another processor or sub-processor (hereinafter referred to as the "Sub-processor") for the processing of the Data without the prior written consent of the Controller, unless such other processor or sub-processor is listed in Annex 1.
11. In the event that the Processor wishes to use a Sub-processor, the Processor shall submit a written request to the Controller specifying the name, address, contact person and a detailed description of the functions for which the Processor intends to use the Sub-processor. The Controller shall not be obliged to justify its refusal to use a Sub-processor. In the event that the Controller does not provide a response to the Processor's request, the Controller shall be deemed not to have consented to the use of the Sub-processor. In the event that the Controller agrees to the use of the Sub-processor, the Processor shall include in the contract concluded with the Sub-processor terms and conditions analogous to the provisions of this Agreement.
12. The Processor shall be fully liable for any breach by the Sub-processor of Regulation (EU) 2016/679, laws, regulations and this Agreement in relation to the Controller.

SECTION VI TRANSFER OF DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

¹ The requirements of the National Data Protection Authority, as set out in the Guidelines on Security Measures and Risk Assessment of Processed Personal Data for Data Controllers and Data Processors apply:

https://vdai.lrv.it/uploads/vdai/documents/files/VDAl_saugumo_priemoniu_gaires-2020-06-18.pdf

13. The Processor and/or its sub-processors may transfer the Data outside the European Economic Area to third countries ("Third Countries") or international organisations only upon written instructions from the Controller and in accordance with the requirements of Chapter V of Regulation (EU) 2016/679.

14. If the Data is required to be transferred to Third Countries or international organisations pursuant to legislation of the European Union or a Member State of the European Union with which the Processor is required to comply, although the Controller has not instructed the Processor to do so, the Processor shall inform the Controller of this legal requirement prior to the transfer of the Data, unless the legislation prohibits the transfer of such information.
15. The Processor may not, without documented instructions from the Controller or a specific requirement under the law of the European Union or a Member State thereof, in accordance with this Agreement:
 - 15.1. transfer the Data to a controller or a processor in a Third Country or international organisation;
 - 15.2. transfer the processing of the Data to a Sub-processor in a Third State;
 - 15.3. allow the Processor to process the Data in a Third Country.

SECTION VII ASSISTANCE TO THE CONTROLLER

16. Taking into account the nature of the Data processing, the Processor shall, to the extent possible, assist the Controller by appropriate technical and organisational means to fulfil the Controller's obligations to respond to requests to exercise the Data subject's rights set out in Chapter III of Regulation (EU) 2016/679.
17. The Processor shall, taking into account the nature of the processing and the information available to the Processor, at the request of the Controller, also assist and provide the information requested to the Controller:
 - 17.1. preparing a Data breach notification to the State Data Protection Inspectorate;
 - 17.2. preparing a Data breach notification to the Data subject;
 - 17.3. carrying out a Data protection impact assessment of the envisaged Data processing operations.

SECTION VIII DATA BREACH NOTIFICATION

18. The Processor, upon becoming aware of a Data breach or an incident that may result in a Data breach, shall notify the Controller without undue delay, but in any event within 24 hours of becoming aware of the breach, and shall provide the Controller with the available information referred to in Clause 19 of the Agreement in writing.
19. The obligation of the Processor referred to in Clause 17.1 of the Agreement to assist the Controller in notifying the competent supervisory authority of a Data breach means that the Processor must provide the Controller with at least the following information:
 - 19.1. a brief description of the Data incident or breach;
 - 19.2. a description of the Data affected (categories (types) of personal data relevant to the breach; whether the Data were publicly accessible following the incident; whether the incident may pose a risk to the security or health of individuals; whether the Data affected by the incident were encrypted or subject to other technical protection measures, if such information is known, and the number of personal Data subjects affected by the incident or breach);
 - 19.3. a description of the incident or breach (time or period during which the incident occurred; type of incident (loss or hijacking of files or devices, disposal without prior deletion of data, disclosure of data to known recipients, disclosure of data to the public, alteration of data, destruction of data, destruction or restriction of access, premature destruction));
 - 19.4. the location of the data (e.g. on a computer, mobile device, network, storage medium);
 - 19.5. where the unauthorised access took place (internally to the Controller or externally, e.g. to sub-Controllers);
 - 19.6. the cause of the incident or breach (error or deliberate action);
 - 19.7. the likely, possible consequences of the incident or breach;
 - 19.8. the measures taken or proposed to be taken by the Controller as a result of the Data incident or breach, including, where appropriate, measures to mitigate the potential adverse effects of the breach.

SECTION IX DELETION AND RETURN OF DATA

20. At the end of the provision of the Data processing services, the Processor shall return all Data to the Controller free of charge and delete the existing copies, unless the Data is required to be retained under the laws of the European Union or its Member States or under separate agreements with the Controller.
21. Upon the separate request of the Controller, the Processor undertakes to send to the Controller, within 30 days of the termination/end of the Agreement, a written confirmation that all the Data has been returned and that no Data remains with the Processor.

SECTION X

AUDIT AND VERIFICATION OF THE PROCESSOR

22. The Processor shall provide the Controller with all information necessary to demonstrate compliance with the obligations laid down in Article 28 of Regulation (EU) 2016/679 and in the Agreement, and shall facilitate and facilitate audits, including on-site inspections, by the Controller or another auditor authorised by the Controller.
23. The Processor shall provide the supervisory authorities which, under applicable law, have access to the facilities of the Controller and the Processor, or representatives acting on behalf of such supervisory authorities, with access to the physical facilities of the Processor, or to take such other steps as may be specified by the supervisory authorities, for the purpose of carrying out audits or other inspections. The Parties shall provide the information referred to in this Agreement, including the results of audits, to the competent supervisory authorities upon request.

SECTION XI FINAL PROVISIONS

24. The Agreement shall enter into force on the date of its signature and shall remain in force until:
 - 24.1. the expiry or early termination of the Main Contract;
 - 24.2. The Processor shall be informed of the termination of this Agreement by a separate notice from the Controller.
25. The Controller shall have the right to terminate this Agreement and the Main Contract if the Processor materially or persistently breaches the Agreement or its obligations under Regulation (EU) 2016/679. Material breaches of this Agreement shall be deemed to be the Processor's conduct in breach of the requirements of the Agreement set out in Clauses 4.1, 6, 8, 10, 13, 16-18 and 22.
26. If the provision of the Data Processing Services is terminated and the Data is erased or returned to the Controller in accordance with Clause 20 of the Agreement, the Agreement may be terminated by either Party by written notice.
27. Without prejudice to any provisions of Regulation (EU) 2016/679, in the event of a breach by the Processor of its obligations under this Agreement, the Controller may instruct the Processor to suspend the processing of the Data until it complies with this Agreement or until the Agreement is terminated. The Processor shall immediately inform the Controller if for any reason it is unable to comply with the Agreement.
28. The liability of the Processor arising out of the willfulness or gross negligence of the Processor shall not be subject to any limitation of liability under this Agreement, notwithstanding that such limitation of liability may have been provided for in the Main Contract.
29. In the event of any inconsistency between the terms of this Agreement and any other agreements entered into between the Parties, including the Main Contract and the Ancillary Agreements (except where the Parties have expressly agreed otherwise in writing and have signed such an agreement), which have been entered into or are due to be entered into subsequent to the date of the conclusion of this Agreement, the provisions of this Agreement shall apply.
30. Each Party shall designate a person responsible for the enforcement of the Agreement and shall specify the contact details for the other Party to communicate with in the event of Data breaches, requests from Data Subjects, and other information relating to the processing of Data under this Agreement.
31. Any disputes arising out of the performance, modification or termination of this Agreement will be settled by negotiation.
32. In the event that the Parties do not reach an agreement to resolve a dispute by negotiation, the dispute shall be resolved in the jurisdiction and according to the applicable law provided for in the Main Contract.
33. The provisions of this Agreement shall not relieve the Processor of its duties, obligations and liabilities that apply to the Processor under Regulation (EU) 2016/679.

SECTION XII DETAILS AND SIGNATURES OF THE PARTIES

On behalf of the Controller:
Technical director
Laimonas Kučinskas

On behalf of the Processor:
Managing Director
Philippe Guldemont

CFO Gytis Fominas

INFORMATION ON THE PROCESSING OF PERSONAL DATA

Name, Date and number of the Service Contract on the basis of which the legal relationship between the parties for the processing of Data is established	NO. 527135 (VPP-3861) Services for the inventory of potential sources of methane pollution and detection of uncontrolled methane leaks
Purpose(s) of the data processing	Services for the inventory of potential sources of methane pollution and detection of uncontrolled methane leaks, and database log-ins
Categories of data (types)	Employee Names, Surnames, Positions, Email Addresses, Phone Numbers
Categories of data subjects	AB „Amber Grid“
Processing operations	The Processor will have access to view personal data during the service provision period.
Period of data processing (storage)	During the contract period
List of Sub-processors engaged by the Processor (if known at the time of entering into this Agreement)	-
Place of processing (to be indicated if the Data Controller or a Sub-Controller plans to transfer the Data to countries outside the European Economic Area)	European Union
Responsible person¹ (and contact details) appointed by the Controller	Operations and Maintenance Engineer Brigita Beržinskė
Responsible person² (and contact details) appointed by the Processor	ED Operations Director Bas Hermans

¹ For the enforcement of the Agreement and communication with the Data Processor on Data Security issues.

² For the enforcement of the Agreement and communication of Data breaches, data subject requests and other information relating to the processing of Data under this Agreement.

REQUIREMENTS FOR TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

[The requirements set out in this Annex may be adjusted prior to publication together with the contract documents, taking into account the nature, scope, context and purposes of the personal data to be processed under the Main Contract]

1. Organisational Data security measures:

- 1.1. **Data security policies and procedures.** The Processor must have a Data and Data processing security policy (which may form part of a constituent information security policy), which shall be reviewed periodically and updated as necessary.
- 1.2. **Roles and responsibilities.** Roles and responsibilities related to the processing of Data must be clearly defined and allocated. In the event of changes in roles (e.g. internal organisational restructuring, redundancy, change of function, etc.), the revocation of staff rights and obligations must be clearly defined through appropriate procedures for the transfer or delegation of roles and responsibilities.
- 1.3. **Access management policy.** Specific access control rights must be assigned to each role in relation to the processing of Data, in accordance with the "need to know" principle.
- 1.4. **Resource and asset management.** The Processor must keep a register of IT resources (hardware, software and network equipment) used to process personal data. The register of IT resources must include at least the following information: the type of IT resource (e.g. service station, computer workstation), the location (physical or electronic), and the management of this register (including periodic reviews and updates) must be assigned to a specific person, such as an IT specialist.
- 1.5. **Change management.** The Processor must ensure that all material changes to IT systems are monitored and logged by a specific person (e.g. an IT or security professional) and that software development is carried out in a dedicated environment that is not connected to the IT systems used to process the Data. Only test data shall be used when testing systems and, where this is not possible, appropriate additional Data protection measures shall be applied.
- 1.6. **Data Processors.** Where the Processor engages other Sub-processors, the Processor must have established and documented guidelines and procedures governing the selection of the Sub-processors (including obtaining the consent of the Controller) and the processing of Data by them. These procedures must provide for a mandatory level of Data protection not less than that applicable under this Agreement.
- 1.7. **Data security incidents and breaches.** The Processor must have a security incident and breach response plan to ensure effective management of incidents relating to Data security and to include procedures for reporting to the Controller and, where necessary, to the competent authorities and data subjects. All breaches of Data security shall be recorded/documented.
- 1.8. **The continuity of operations.** The Processor shall establish basic procedures to be followed in the event of a security incident or a Data breach to ensure the necessary continuity and availability of the processing of Data by IT systems.
- 1.9. **Staff confidentiality.** The Processor must ensure that all staff understand their responsibilities and obligations in relation to the Data processing. Roles and responsibilities must be clearly outlined to the staff member prior to the commencement of their assigned roles and tasks.
- 1.10. **Training.** Processors must ensure that all staff are sufficiently informed about the security requirements of IT systems relevant to their daily work. Employees whose work involves the processing of Data must receive periodic training on the relevant data security requirements and legal obligations.

2. Technical measures for the security of personal data:

- 2.1. **Access control and authentication.** The Controller shall implement an access control system applicable to all users of the IT system. The access control system shall allow the creation, approval, review and deletion of user accounts. Shared accounts between multiple users shall not be used if unavoidable, it shall be ensured that all users of a shared account have the same roles and responsibilities and that an appropriate mechanism is in place to trace the actions of a specific user. An authentication mechanism shall also be in place to allow access to the IT system. The minimum requirement for a user to access the IT system shall be a user login and password (based on a certain level of complexity), and the access control system shall be able to detect and prevent the use of passwords that do not meet a certain level of complexity. User passwords shall be stored in hash form.
- 2.2. **Technical logbook entries and monitoring.** Technical log records must be implemented for each IT system or application used to process the Data and must record all possible access information (e.g. date, time, review, modification, deletion actions) to the Data. Technical log records shall be time-stamped and protected against

possible corruption, tampering or unauthorised access. The timekeeping mechanisms used in IT systems shall be synchronised to a common time reference source.

- 2.3. Protection of service stations, databases.** Databases and application service stations shall be configured to operate under separate accounts with the lowest operating system (OS) privileges. Databases and application workstations shall only process Data that is necessary for work consistent with the purposes for which the Data are processed.
- 2.4. Workplace protection.** Employees and other users must not be able to disable or bypass security settings on IT systems. Anti-virus applications and their virus information databases must be kept up to date. Users must not have privileges (rights) to install, remove, administer unauthorised software. IT systems must have a defined session time, i.e. if a user is inactive on the system for a defined period of time, his session must be terminated. Critical operating system security updates must be installed regularly and immediately.
- 2.5. Network and communications security.** Whenever access to the IT systems used is via the Internet, the connection must be encrypted using cryptographic protocols (e.g. TLS/SSL).
- 2.6. Backups.** Data backup and recovery procedures must be defined, documented and clearly linked to roles and responsibilities. Adequate physical security of the environment and premises must be provided for backup media. The backup process must be monitored to ensure completeness and completeness. Full backups must be made regularly.
- 2.7. Mobile, portable devices.** Procedures for the management of mobile, portable devices must be established and documented, clearly describing the proper use of such devices. Mobile and portable devices that will be used to work with the Manager's information systems must be registered and authorised before use. Mobile, portable devices must have a sufficient level of access control procedures in line with other equipment used to process Data.
- 2.8. Software safety.** The software used in the Processor's information systems (for Data Management) shall comply with software safety best practices, software development safety best practices, software development frameworks and standards (e.g. Agile, OWASP, etc.). Specific safety requirements related to the particularities of the Processor's activities must be defined in the initial stages of software development. During the programming process, the Processor shall comply with data security programming standards and best practices, and after software development, testing and verification, the basic safety requirements shall be met at the start of the system installation and operation.
- 2.9. Data deletion, removal.** Electronic information and data must be destroyed beyond recovery. Paper documents and portable media shall be shredded.
- 2.10. Physical security.** Physical protection against unauthorised access shall be implemented for the environment and premises where the IT system infrastructure is located.

COMMITMENT OF CONFIDENTIALITY

Vilnius

AB Amber Grid, a public limited liability company established and operating under the laws of the Republic of Lithuania, with legal entity number 303090867 and its registered seat in Laisvės ave. 10, LT 04215 Vilnius, the data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as **Amber Grid**), represented by the Technical director Laimonas Kučinskas and CFO Gytis Fominas, acting in accordance with on the distribution of duties and areas of activity" 2021. November 25. No. 1-96 and

The Sniffers, a legal entity number 0452387313 with its registered seat in Poeierstraat 14 2490 Balen Belgium, data on the company is collected and stored in the Register of Legal Entities of Belgium (hereinafter referred to as the **Recipient of Information**), represented by Managing Director Philippe Guldemont, acting in accordance to the company's regulations. Amber Grid and the Recipient of Information are hereinafter collectively referred to as the **Parties** and individually as a **Party**,

CONSIDERING THAT Amber Grid intends to communicate confidential information (including inside information) to the Recipient of Information,

THEREFORE, Amber Grid and the Recipient of Information shall agree and enter into this Confidentiality Agreement (hereinafter referred to as the **Agreement**) as part of their contractual obligations:

1. Confidential information

1.1. For the purposes of this Agreement confidential information shall be deemed to be any and all data and information received in any form whatsoever by the Recipient of Information or any person acting on its behalf or in its interests (including, without limitation, an employee, representative or consultant) from Amber Grid or any person acting on its behalf or in its interests (including, but without limitation, an employee, agent or consultant) (hereinafter referred to as **Confidential Information**).

1.2. Confidential information shall not include such information or matter which:

1.2.1. is or becomes public pursuant to the legislation of the Republic of Lithuania other legal acts or the Articles of Association of Amber Grid;

1.2.2. at the time of submission has already been made public or is otherwise publicly available to the general public;

1.2.3. Amber Grid notifies the Recipient of Information in writing of it not being considered confidential or sensitive.

1.3. In the event of any doubt as to whether information is Confidential, it must be treated as such until Amber Grid informs that such information is not Confidential.

2. Terms of use of Confidential Information

2.1. Recipient of Information, its employees, representatives and consultants shall undertake to keep Confidential Information secret and not disclose it in whole or in part to any third party in any form or by any means without a relevant prior written consent from Amber Grid.

2.2. Recipient of Information, its employees, representatives and consultants shall undertake to not use Confidential Information in any manner that may cause damage or loss to Amber Grid.

2.3. Recipient of Information shall only grant access to Confidential Information to the following employees, representatives or consultants:

2.3.1. employees, representatives or consultants who shall be obligated to know Confidential Information by the nature of their position or job;

2.3.2. employees, representatives or consultants who have been informed of the confidential nature of information and who have undertaken to comply with confidentiality obligations on equal terms and conditions to those set out in this Agreement;

2.4. Recipient of Information, its employees, representatives and consultants shall undertake to inform Amber Grid about any unauthorised use/disclosure of Confidential Information that has occurred or is anticipated.

2.5. Recipient of Information, its employees, representatives and consultants shall be aware that certain Confidential Information may also be considered inside information for the purposes of the legislation governing markets

in financial instruments and shall be aware of the restrictions on the use of inside information in the trading of financial instruments.

2.6. The obligations of the Recipient of Information set out in this Agreement not to disclose Confidential Information shall not apply if and to the extent that the Recipient is required to do so by law or other regulations, and the Recipient of Information is under an obligation to disclose Confidential Information to an authorised state, municipal, governmental or other authority, body, organisation or its representative, or to a court. If pursuant to applicable laws or regulations the Recipient of Information is obliged to disclose any part of Confidential Information, Amber Grid shall be immediately notified in writing prior to the disclosure of such Confidential Information.

2.7. Concerning Confidential Information in electronic format, the Recipient of Information undertakes the following:

2.7.1. to ensure that all computer stations, which are used for work with Confidential Information in electronic format obtained within the scope of this Agreement, shall be equipped with legal, activated version of anti-virus software;

2.7.2. to ensure that Confidential Information in electronic format shall not be transmitted/handled in respective service domains on the Internet, such as *Dropbox*, *Google Drive*, *One Drive*, except where such services are provided to the Recipient of Information under corporate (not individual use) agreements with the providers of such services;

2.7.3. to ensure that portable electronic media (e.g. CDs/DVDs, USBs) containing Confidential Information shall be encrypted or stored in locked information storage devices (cabinets, safes, dedicated locked rooms, etc.), or otherwise protected against theft or loss of such devices.

3. Liability

3.1. In the event of a breach by the Recipient of Information of any of its obligations under this Agreement, the Recipient of Information shall be liable to pay a fine of EUR 3,000 and to indemnify or reimburse Amber Grid for the losses, costs or expenses (including legal costs), directly or indirectly caused, incurred or sustained by Amber Grid as a direct or indirect result of such a breach.

3.2. The Recipient of Information shall ensure that its employees, representatives and consultants properly comply with the confidentiality obligations set out in this Agreement.

4. Validity of the Agreement. The Agreement shall enter into force on the date of its signature and shall remain in force for an unlimited period of time. If for any reason the Agreement is to be terminated, the termination shall not release the Recipient of Information from its obligation not to disclose the Confidential Information provided under this Agreement.

5. Other provisions

5.1. Shall any court or other authorised institution decide that any provision of the Agreement is in whole or in part invalid or inapplicable in any other manner, however, would be valid and enforceable if properly modified, then such provision shall be subject to such modification as may be necessary to make it valid and enforceable. If such provision cannot be so modified, its invalidity or non-applicability shall not affect or adversely affect the validity or enforceability of the remainder of the Agreement.

5.2. The Agreement shall be concluded in two copies of equal force. One copy of the Agreement shall be delivered to Amber Grid and the other copy shall be retained by the Recipient of Information.

5.3. The Agreement shall be governed by the laws of the Republic of Lithuania. All disputes arising between Amber Grid and the Recipient of Information regarding the conclusion, validity or execution of the Agreement shall be settled in the process of negotiation. Should Amber Grid and the Recipient of Information fail to resolve any dispute by negotiation, the dispute shall be settled by a competent court in the Republic of Lithuania.

On behalf of AB Amber Grid:

Technical director
Laimonas Kučinskas
CFO Gytis Fominas

On behalf of PIPE CARE DMCC:

Managing Director
Philippe Guldemont