SERVICE AGREEMENT
Klaipėda

SC KN Energies (hereinafter referred to as the "Client")

and

Supplier (hereinafter referred to as the "Service Provider")

hereinafter jointly referred to as the "Parties" and individually as a "Party", acting pursuant to the Law on Procurement by Contracting Entities in the Water Management, Energy, Transport or Postal Services Sectors and the Client's decision determining the successful tenderer in procurement "(905-26) Services for conducting an Underwriting Assessment and preparing an Underwriting Report", CVP IS ID _____, hereby enter into this Service Agreement (hereinafter referred to as the "Agreement").

1. SUBJECT MATTER AND TERM OF THE AGREEMENT

1.1. The Service Provider undertakes to provide, within 4 (four) months from the effective date of the Agreement, the services for conducting an Underwriting Assessment and preparing an Underwriting Report (hereinafter referred to as the "Services"). The specification of the Services is set out in Annex 1 to the Agreement, the Technical Specification (hereinafter referred to as the "TS"). The Client undertakes to accept the Services duly and actually provided in accordance with the Agreement and its annexes and to pay for them.

2. PRICE AND PAYMENT TERMS

2.1. The Agreement price shall be EUR [amount] excluding VAT ([amount in words]). The Agreement price including value added tax (hereinafter referred to as "VAT") shall be EUR [amount] ([amount in words]). VAT shall be EUR [amount] ([amount in words]). Detailed prices for the Services are specified in the Service Provider's tender (Annex 3 to the Agreement).
2.2. The pricing method applied for calculation of the Agreement price shall be a fixed price.
2.3. The Agreement price for the Services shall include all taxes and duties, the costs of interpretation and translation, and all other direct and indirect costs of the Service Provider related to the proper performance of the Agreement, including the costs of submitting VAT invoices / invoices electronically.
2.4. he Agreement price shall remain unchanged throughout the entire term of the Agreement, except for a review due to changes in taxes.
2.5. The Client shall pay the Service Provider for the Services duly provided by bank transfer to the Service Provider's bank account specified in the Agreement no later than within 30 (thirty) days from the date of receipt of the Service acceptance certificate and a correct invoice. The Service Provider may submit an electronic invoice compliant with the European standard on electronic invoicing, the reference to which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as the "European standard on electronic invoicing"), by means of its choice. The Service Provider shall submit an electronic invoice that does not comply with the European standard on electronic invoicing using the SABIS information system. The Client shall receive and process electronic invoices using the SABIS information system, except where, in the event of mobilisation, war or a state of emergency, disruptions to the SABIS information system prevent communication and exchange of information between the Client and the Service Provider via SABIS. If the Service Provider fails to submit the invoice electronically, the Client shall have the right to withhold payment.

3. OBLIGATIONS OF THE PARTIES

3.1. The Service Provider undertakes to:

3.1.1. provide the Services in accordance with the procedure, conditions and deadlines set out in the Agreement and its annexes;

3.1.2. provide the Services professionally, independently and objectively, in accordance with international best practices and in the most economical and beneficial manner for the Client, using all necessary technical and organisational measures to ensure safe and high-quality performance; comply with applicable environmental, health and safety requirements; and ensure the security of the Client's data, including personal data, confidential information, proper information processing and cybersecurity;

3.1.3. use as few natural resources as possible, submit Agreement-related documentation electronically, sign documents by electronic signature, avoid unnecessary copying and printing, and organise meetings remotely except where a physical meeting or site inspection is objectively required;

3.1.4. within 10 (ten) business days from the effective date of the Agreement, agree with the Client on the schedule for the provision of the Services, as provided for in the TS;

3.1.5. submit to the Client a signed Service acceptance certificate and an invoice in accordance with the Agreement;

3.1.6. provide information on the results of the Services on a monthly basis or after each stage of the provision of the Services (in accordance with the schedule for the provision of the Services), and, at the Client's request, provide all information related to the performance of the Agreement and payments at any time during the performance of the Agreement;

3.1.7. immediately, but no later than within 3 (three) business days, notify the Client in writing if the Service Provider is unable to provide the Services on time;

3.1.8. upon receipt of the Client's written refusal to accept the Services due to identified deficiencies in the Services (Clause 3.2.3.2 of the Agreement), remedy the deficiencies in the Services free of charge within a reasonable period specified by the Client and/or compensate for losses related to improper performance of the Agreement;

3.1.9. ensure that, at the time of conclusion of the Agreement and throughout its term, the Service Provider, its sub-suppliers, business entities, shareholders and beneficial owners are not included in any sanctions lists (EU, UN, United Kingdom, US or Lithuanian) and are not involved in money laundering, terrorist financing or tax fraud-related activities, and notify the Client within 1 (one) business day of any event related to these entities;

3.1.10. ensure that, throughout the entire period of performance of the Agreement, the Service Provider meets the qualification requirements established in the procurement documents and necessary for the proper performance of the Agreement and is not subject to the exclusion grounds established in the procurement documents;

3.1.11. ensure that, throughout the entire term of the Agreement, the Agreement is performed by the specialists specified in Annex 6 to the Agreement, "Information on the Service Provider's Specialists and Their Experience", who meet the requirements of the Agreement/procurement documents. Replacement or newly engaged specialists shall meet the qualification requirements established in the procurement documents for the respective specialist position, and replacements shall be made only with the Client's prior written consent, upon submission of the reasons for the replacement, supporting documents and evidence of qualifications;

3.1.12. properly maintain and, at the Client's request, provide to the Client, its auditors or other duly authorised institutions invoices, records, receipts and explanations regarding expenses related to the performance of this Agreement;

3.1.13. guarantee the quality of the Services and the absence of hidden defects and remedy deficiencies at its own expense throughout the entire term of the Agreement. The Services shall comply with the quality requirements and standards established in the Agreement, its annexes and applicable legislation;

3.1.14. familiarise itself with and comply, during the performance of the Agreement, with the provisions and requirements of the KN Supplier Code of Conduct (Annex 4 to the Agreement)

and ensure compliance therewith by all third parties engaged by the Service Provider (sub-suppliers and other economic entities whose capacities the Service Provider relies on).

3.2. The Client undertakes to:
  3.2.1. pay the Service Provider for the Services duly and actually provided in accordance with the procedure and under the terms and conditions set out in the Agreement;
  3.2.2. provide the Service Provider with information reasonably required for the performance of the Agreement;
  3.2.3. within 5 (five) business days from the receipt of the Services and the signed Service acceptance certificate:
    3.2.3.1. accept the Services duly and actually provided and sign the Service acceptance certificate; or
    3.2.3.2. notify the Service Provider in writing of the identified deficiencies, requiring the Service Provider to remedy such deficiencies free of charge within a reasonable period specified by the Client and/or compensate for losses incurred as a result of improper performance of the Agreement;

3.3. In the event of a dispute between the Client and the Service Provider regarding the quality of the Services provided, either Party may request an expert assessment. The Party requesting the assessment shall bear the costs, except where the assessment confirms the complaints regarding the quality of the Services, in which case the costs shall be borne by the responsible Party. The Parties may also agree in writing to share the costs of the assessment equally.

3.4. The transfer and acceptance of the Services duly and actually provided shall be formalised by a Service acceptance certificate/certificates, which shall be signed by the Service Provider and the Client in accordance with the procedure established in the Agreement and only in respect of the Services that comply with the requirements set out in the Agreement and its annexes.

3.5. From the date of signing the Service acceptance certificate, the results of the Services provided and the related ownership rights shall pass to the Client.

3.6. Other obligations of the Parties are set out in Annex 1 to the Agreement.

4. RIGHTS OF THE PARTIES

4.1. The Service Provider shall have the right to:
  4.1.1. refuse to perform the Agreement if the Client does not accept or refuses to accept the Services duly and actually provided and does not provide written notification of the identified deficiencies;

4.2. The Client shall have the right to:
  4.2.1. withhold payment for the Services duly and actually provided if the submitted VAT invoice/invoice does not comply with the requirements set out in the Agreement. In such case, the payment period shall commence from the date of receipt of the corrected VAT invoice/invoice;
  4.2.2. reduce its monetary obligation to the Service Provider by the amount of the liquidated damages accrued, by notifying the Service Provider thereof in writing;
  4.2.3. withhold amounts payable to the Service Provider under the Agreement if deficiencies in the Services are identified or if the Service Provider fails to perform its material contractual obligations. The Client shall have the right to exercise the right of retention specified in this Clause only to the extent and for the period necessary to secure the fulfilment of the Client's justified claims;
  4.2.4. during the performance of the Agreement, verify the compliance of the Service Provider and/or persons engaged by the Service Provider with the legislation of the Republic of Lithuania governing mandatory criteria/principles for ensuring national security and other strategic interests and/or with the requirements provided for in Article 45(2) of the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the "LPP") / Article 58(4¹) of the Law on Procurement by Contracting Entities in the Water Management, Energy, Transport or Postal Services Sectors (hereinafter referred to as the "LP"), and/or Article 37(9) of the LPP / Article 50(9) of the LP, and/or Article 47(9) of the LPP;

4.3. Other rights of the Parties are set out in Annex 1 to the Agreement.

5. LIABILITY OF THE PARTIES

5.1. The Parties shall be liable for non-performance or improper performance of their obligations under the Agreement in accordance with the procedure established by applicable laws, taking into account the terms and conditions of the Agreement.
5.2. The Service Provider shall be liable for all obligations assumed under the Agreement, including those for the performance of which third parties are engaged.
5.3. Payment of liquidated damages shall not prejudice the right of a Party to claim compensation for direct losses incurred. The liquidated damages stipulated in the Agreement shall be deemed to constitute the Parties' minimum losses, which do not need to be proven.
5.4. Compensation for direct losses shall not exceed the Agreement value excluding VAT. Indirect losses shall not be compensated. The limitations of losses stipulated in this Agreement shall not apply in the event of wilful misconduct or gross negligence by a Party.
5.5. Neither Party shall be liable for non-performance or improper performance of the Agreement due to force majeure, provided that it immediately notifies the other Party of the force majeure circumstances preventing the performance of its contractual obligations. In such case, performance of the Agreement shall be suspended until the said circumstances cease to exist and the Party notifies the other Party that they have ceased to exist. If a Party fails to notify the other Party of force majeure circumstances within a reasonable period, that Party shall compensate the other Party for the losses resulting therefrom. Where, due to force majeure, a Party fails to perform its contractual obligations for more than 30 (thirty) days, the other Party shall have the right to terminate the Agreement by notifying the other Party thereof in writing.
5.6. If the Service Provider is late in providing the Services, at the Client's request, the Service Provider shall pay default interest of 0.05% (five hundredths) of the Agreement value excluding VAT for each day of delay.
5.7. If the Client is late in paying for the Services provided within the time limits stipulated in the Agreement, at the Service Provider's written request, the Client shall pay the Service Provider default interest of 0.05% (five hundredths) of the Agreement value excluding VAT for each day of delay. Withholding payment due to deficiencies in the provision of the Services until such deficiencies have been remedied shall not be considered a delay in payment for the Services provided.

6. SERVICE PROVIDER'S RIGHT TO ENGAGE THIRD PARTIES (SUBCONTRACTING)

6.1. For the performance of the Agreement, the Service Provider shall have the right to engage:
  6.1.1. the economic operators specified in its tender whose capacities are relied upon to demonstrate the Service Provider's qualification;
  6.1.2. other subcontractors: (specify the names of the subcontractors, if applicable; if not applicable, state "none"), if they were known at the time of submission of the tender. If other subcontractors were not known to the Service Provider at the time of submission of the tender, the Service Provider undertakes, no later than 2 (two) business days before the commencement of the stage of the Agreement during which the activities will be performed by the subcontractor intended to be engaged, to notify the Client of the names, contact details and representatives of the subcontractors known at that time. The Service Provider shall inform the Client of any changes to the aforementioned information throughout the performance of the Agreement.
  6.1.3. the engagement of a subcontractor or an economic operator whose capacities are relied upon to demonstrate the Service Provider's qualification shall not affect the Service Provider's liability for the performance of the Agreement.
6.2. The Service Provider may replace economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and subcontractors if, during the performance of the Agreement, they:
  6.2.1. improperly perform or are unable to perform their obligations due to restructuring or bankruptcy proceedings having been initiated, an out-of-court bankruptcy process being carried out, compulsory liquidation or an arrangement with creditors procedure having been initiated, or analogous proceedings being carried out in respect of the;

6.2.2. are subject to at least one of the exclusion grounds established in the procurement documents pursuant to Article 46 of the LPP.

6.3. The Service Provider shall inform the Client in writing in advance of the replacement of economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and subcontractors, or of the engagement of new ones, indicating the reasons for the replacement or engagement of new entities and identifying the proposed economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and subcontractors. When engaging and subsequently replacing economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and subcontractors, the Service Provider shall ensure that such economic operators and subcontractors are capable and competent to properly perform the tasks assigned to them. Economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and subcontractors may be replaced, or new additional subcontractors may be engaged, only with the Client's prior written consent. Where economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and which are specified in the Service Provider's tender are replaced, the Service Provider shall submit documents confirming the absence of exclusion grounds and compliance with the qualification requirements as at the date on which the Service Provider applies to the Client for their replacement. Before giving its consent to the replacement of economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and which are specified in the Service Provider's tender, the Client shall verify the absence of exclusion grounds and compliance with the qualification requirements of the new economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) and which were not specified in the Service Provider's tender. Before giving its consent to the replacement of economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) or subcontractors which were not specified in the Service Provider's tender, or to the engagement of new additional subcontractors, the Client shall carry out their verification in accordance with the procedure established in the Law of the Republic of Lithuania on the Protection of Objects of Importance to Ensuring National Security, and the Service Provider shall submit the documents required for such verification. Newly engaged subcontractors shall also comply with the requirements specified in the TS regarding compliance with the national security criteria.

6.4. Together with the request to replace economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) or subcontractors, or to engage additional subcontractors, the Service Provider shall submit documents confirming that the newly engaged economic operators whose capacities are relied upon (whose capacities are relied upon to demonstrate the Service Provider's qualification) or subcontractors comply with the requirements specified in the TS.

6.5. Direct payment to subcontractors or economic operators whose capacities are relied upon to demonstrate the Service Provider's qualification is not envisaged due to the nature of the Agreement.

7. TERM AND EXTENSION OF THE AGREEMENT

7.1. The Agreement shall enter into force on the date of its signature and shall remain in force until the Parties have fully performed their contractual obligations or until the Agreement is terminated in accordance with the procedure established by applicable laws or the Agreement.

7.1.1. Upon termination or expiry of the Agreement, the provisions of the Agreement governing the dispute resolution procedure and other provisions of the Agreement which, by their nature, are intended to remain in force after the expiry of the Agreement shall remain in force.

7.2. If either Party fails to perform its contractual obligations or performs them improperly and this constitutes a material breach of the Agreement, the other Party may unilaterally terminate the Agreement by giving the other Party 10 (ten) business days' prior written notice. Material

breaches of the Agreement shall be determined in accordance with the criteria set out in Article 6.217(2) of the Civil Code of the Republic of Lithuania and under this Agreement:

7.2.1. the Service Provider delays the provision of the Services by more than 30 (thirty) days due to the fault of the Service Provider;

7.2.2. the Client identifies deficiencies in the quality of the Services provided by the Service Provider and notifies the Service Provider thereof in writing more than 3 (three) consecutive times;

7.2.3. the Client delays the performance of its payment obligation by more than 30 (thirty) days due to the fault of the Client;

7.2.4. during the term of the Agreement, the Service Provider fails to comply with the criteria/provisions/principles set out in Clause 4.2.4 of the Agreement and fails to remedy the identified non-compliance within the period specified by the Client. In such case, no losses shall be compensated, including, but not limited to, losses related to the purchase of the minimum quantities of the subject matter of this Agreement.

7.3. The Client shall have the right to unilaterally terminate the Agreement by giving the Service Provider 20 (twenty) days' prior notice. In such case, the Client shall pay the Service Provider the part of the price proportionate to the Services provided and reimburse other reasonable expenses incurred by the Service Provider for the purpose of performing the Agreement before receipt of the Client's notice of termination of the Agreement.

7.4. The Service Provider shall have the right to unilaterally terminate the Agreement only for important reasons by giving the Client 20 (twenty) days' prior written notice. In such case, the Service Provider shall fully compensate the Client for the losses incurred.

7.5. The Client shall have the right to claim a penalty amounting to 10 (ten) per cent of the Agreement value excluding VAT if the Client terminates the Agreement due to a material breach of the Agreement or if the Service Provider terminates the Agreement without justification.

7.6. The Agreement may be terminated by written agreement of both Parties, in the cases and in accordance with the procedure established in Article 98 of the Law on Procurement, and in other cases provided for by applicable laws.

7.7. The Agreement shall be terminated immediately when the Government of the Republic of Lithuania, in accordance with the procedure established in the Law of the Republic of Lithuania on the Protection of Objects of Importance to Ensuring National Security, adopts a decision confirming that the Agreement does not comply with national security interests (Article 50(8) of the Law on Procurement).

7.8. By written agreement of the Parties, the deadline for the performance of the Service Provider's obligations may be extended only in the cases specified in this Clause, provided that the Service Provider submits a written request and supporting evidence no later than within 2 (two) business days from the date on which the circumstances specified in this Clause arise. The Client shall assess whether the request is justified. The deadline for the provision of the Services may be extended only for the period during which the circumstances specified below exist, but for no longer than 30 (thirty) calendar days, if, after the Agreement enters into force:

7.8.1. the legal regulation affecting the deadline for the performance of the Service Provider's obligations changes;

7.8.2. due to extreme natural conditions which a professional and experienced Service Provider could not have foreseen during the procurement procedure before the expiry of the deadline for submission of tenders, having assessed publicly available climate data and forecasts in Lithuania, and due to which the provision of the Services or part thereof is impossible;

7.8.3. the Client or its personnel fail to perform their obligations under the Agreement and, as a result, the Service Provider is unable to provide the Services or part thereof;

7.8.4. due to decisions, actions or omissions of state or municipal authorities where they fail to comply with the time limits established for them by applicable laws, provided that the Service Provider diligently complies with the procedures and time limits established by such authorities; or due to decisions, actions or omissions of other third parties for whom the Service Provider is not responsible, as a result of which the Service Provider is unable to provide the Services or part thereof;

7.8.5. circumstances arise which neither Party to the Agreement, acting reasonably and prudently, could have foreseen at the time of conclusion of the Agreement.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1. The Parties undertake to protect confidential information and use it solely for the purposes of performing the Agreement. Confidential information shall mean information marked or otherwise indicated in writing as private or confidential, or any non-public information which, in the circumstances, should reasonably be considered confidential. The Party receiving confidential information shall use it solely for the performance of the Agreement and shall ensure that the confidential information received is not used in a manner that would be detrimental to the Party that disclosed the information.

8.2. The Service Provider shall ensure that all specialists and employees who will perform the Agreement or are engaged for its performance have signed Confidentiality Undertakings (Annex 2 to the Agreement) and shall submit them to the Client within 5 (five) business days from the date of signing the Agreement. Where the Service Provider replaces or appoints an additional specialist, the Confidentiality Undertaking shall be submitted together with the request to appoint (replace) the specialist.

8.3. The Parties agree that all intellectual property rights, both economic and non-economic (to the extent permitted by law) (trade secrets, copyrights and related rights, inventions and patents, know-how, designs, trademarks, trade names, industrial designs, utility models, ideas, processes, formulas, original source codes and object codes, data, software, databases, other works protected by copyright, modifications, improvements, designs, technical solutions or other works or innovations, or any other objects) (hereinafter referred to as the "Intellectual Property Objects"), created, conceived or developed by the Service Provider under this Agreement, shall belong exclusively to and be the property of the Client, and such rights shall be protected under applicable laws without any geographical or other restrictions, with the Client having the right to transfer such rights and the Intellectual Property Objects.

8.4. The Parties agree that the Client shall have the right to use the Intellectual Property Objects at its discretion, including, but not limited to: (i) reproduce them in any form or by any means; (ii) publish them; (iii) translate them; (iv) adapt, revise, dramatise or otherwise transform them; (v) distribute the original or copies thereof by sale, rental, lending or other means of transferring ownership or rights of use, including by importing or exporting; (vi) publicly display the original or copies thereof; (vii) publicly perform them by any means and in any manner; (viii) broadcast, rebroadcast and otherwise make them available to the public, including by providing access through computer networks (the Internet). The Client shall have the right to exercise the above rights in any manner desired by the Client: (i) with or without attribution of authorship; (ii) with or without other copyright content; (iii) with or without other texts, sounds, information or images; (iv) without a title, under the same title or under a different title; (v) in any environment or context. Compensation for the Intellectual Property rights is included in the payment under this Agreement, and no additional compensation shall be paid to the Service Provider for the full transfer of the Intellectual Property Objects.

8.5. Without the Client's prior written consent, the Service Provider may not publish articles concerning the Services, refer to the Services when providing services to others, disclose information received from the Client, or use the Client's name or trademarks (including for the purpose of presenting its services and experience in advertisements, publications and letters to potential clients).

8.6. The Service Provider shall compensate the Client for losses (including legal costs) arising from third-party claims related to the use of the Intellectual Property Objects, except where the infringements have arisen as a result of the Client's actions. The Service Provider shall promptly remedy such infringements at its own expense.

8.7. The Service Provider guarantees that neither the Service Provider nor the authors of the Intellectual Property Objects shall make any claims or demands against the Client or third parties in relation to the Client's use of the Intellectual Property Objects acquired under this Agreement.

8.8. The Service Provider undertakes not to incorporate into the Client's Intellectual Property Objects, or into other third-party Intellectual Property Objects provided to the Client, any Intellectual Property Objects of the Service Provider or third parties for which the Service Provider does not have authorisation. It is noted that no pre-existing intellectual property or

rights of the Service Provider acquired before the commencement of the provision of the Services (the so-called "background intellectual property rights") shall become the property of the Client, provided that the Client was informed thereof in advance and agreed to the incorporation of such intellectual property. If the Client requires the background intellectual property rights in order to use the Services or the results thereof, the Service Provider shall grant the Client an irrevocable, non-exclusive, royalty-free, worldwide licence to use such rights.

8.9. The Parties agree that the provisions of this Section shall remain in force after the expiry or termination of the Agreement.

9. SUSPENSION OF PERFORMANCE OF THE AGREEMENT

9.1. In the event of significant circumstances beyond the Service Provider's control which prevent the Service Provider from performing its contractual obligations and/or other unforeseen circumstances (for example, a change in the applicable legislation or the entry into force of new legislation affecting the performance of this Agreement; other circumstances which were not known during the procurement procedure and which any other Client would encounter), the Client shall have the right to suspend the running of the deadline(s) for the provision of the Services.

9.2. Where circumstances arise which prevent the Service Provider from performing its contractual obligations, the Service Provider shall immediately inform the Client thereof and provide information and documents demonstrating that the contractual obligations cannot be performed due to circumstances beyond the Service Provider's control. Once the circumstances that prevented the Service Provider from performing its contractual obligations cease to exist, the suspended deadline(s) for the provision of the Services shall resume.

9.3. The period of suspension of the performance of contractual obligations shall be up to 6 (six) weeks.

9.4. In the case specified in Clause 9.1 or 9.2, the Client and the Service Provider shall sign an agreement on the suspension of the performance of contractual obligations, specifying therein the reasons for and the period of suspension and attaching documents confirming the grounds for suspension (if any). Upon expiry of the specified suspension period, the performance of the contractual obligations shall resume.

9.5. Where the performance of the Agreement is suspended when the time remaining until the expiry of the term of the Agreement is shorter than the permitted suspension period, upon extension of the performance period after the suspension, such extension shall be for the period that remained, at the time of suspension, until the deadline for the performance of the contractual obligations.

9.6. Where the performance of the Agreement is suspended when the time remaining until the expiry of the term of the Agreement is longer than the permitted suspension period, the deadline for the provision of the Services shall be extended by the period for which it was suspended.

10. OTHER TERMS AND CONDITIONS

10.1. The terms and conditions of the Agreement may be amended during the term of the Agreement in the cases provided for in this Agreement and Article 97 of the Law on Procurement. During the term of the Agreement, the Party initiating an amendment to the terms and conditions of the Agreement shall submit to the other Party a written request to amend the terms and conditions of the Agreement together with copies of documents supporting the circumstances specified in the request. The other Party shall provide a reasoned written response to the request to amend the relevant term or condition of the Agreement no later than within 20 (twenty) days. All amendments to the Agreement shall be valid only if made in writing and signed by the authorised representatives of the Parties. Any amendment to the terms and conditions of the Agreement shall form an integral part of the Agreement.

10.2. The authorised representatives of the Parties:

10.2.1. The Client appoints [name, surname], AB "KN Energies", [position] (email: [email address], tel. No. +370 [...]) as the person responsible for the performance of the Agreement. The Client's representative specified in this Clause shall have the right, in accordance with the procedure established in the Agreement, to sign Service

acceptance certificates and other documents relating to the performance of the Agreement expressly provided for in the Agreement, but shall not have the right, orally, in writing or by any other actions and/or means, to agree with the Service Provider on any amendment or modification of the terms and conditions of the Agreement.

10.2.2. The Service Provider's representative: [name, surname], [position] (email: [email address], tel. +370 (...)).

10.3. All disputes arising from the Agreement shall be resolved in good faith and by mutual agreement of the Parties. In the event of a dispute between the Parties regarding the Agreement, no later than within 3 (three) business days from the date on which the dispute arises, each Party shall appoint a representative for the resolution of the dispute. If the dispute cannot be resolved through negotiations within 30 (thirty) days from the commencement of the negotiations, any dispute shall be resolved by the courts of the Republic of Lithuania. The negotiations shall be deemed to commence on the date on which one Party submits to the other Party a written request proposing to commence negotiations.

10.4. The details of the Parties, the persons responsible and their contact details specified in the Agreement may be changed by notifying the other Party to the Agreement in the manner provided for in the Agreement within 3 (three) business days from the date of such change, without signing a separate agreement amending the Agreement, and such written notification shall be deemed to form an integral part of the Agreement.

10.5. The laws of the Republic of Lithuania shall apply to the interpretation of the Agreement and the resolution of disputes.

10.6. The Parties to the Agreement shall correspond in Lithuanian and/or English.

10.7. The Agreement has been concluded in accordance with the provisions of the Civil Code of the Republic of Lithuania, the Law on Procurement, the Law on Public Procurement, other applicable legal acts, the procurement conditions and the Service Provider's tender recognised as the successful tender.

10.8. The annexes to the Agreement form an integral part thereof:

10.8.1. Annex 1 to the Agreement – Technical Specification;

10.8.2. Annex 2 to the Agreement – Form of Confidentiality Undertaking;

10.8.3. Annex 3 to the Agreement – Tender Form completed by the Service Provider;

10.8.4. Annex 4 to the Agreement – KN Supplier Code of Ethics;

10.8.5. Annex 5 to the Agreement – Form of the Service Acceptance Certificate;

10.8.6. Annex 6 to the Agreement – Information on the Service Provider's Specialists and Their Experience.

11. DETAILS OF THE PARTIES

	CLIENT	SERVICE PROVIDER
	SC KN Energies	[to be specified]
Legal entity code	110648893	[to be specified]
VAT identification number	LT106488917	[to be specified]
Address:	Burių st. 19, LT-92276 Klaipėda	[to be specified]
Correspondence address:	Janonio st. 6B, LT-92252, Klaipėda	[to be specified]
Tel.	+370 46 391772	[to be specified]
Email:	info@kn.lt	[to be specified]
Bank account No.	LT90 7044 0600 0076 4196	[to be specified]
Bank	AB SEB bankas	[to be specified]
Bank code	70440	[to be specified]

The date of signing and registration of this document and its registration No. are recorded in the metadata of this document.

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