

(Form of Non-Disclosure of Information Discovered in the Course of Contract Performance)

CONFIDENTIALITY UNDERTAKING

(date)

(place/venue)

I, _____, acting in the capacity of
(name and surname)

(name of the legal entity)

_____ position,
(position, title)

and while performing the
contract, _____,
(title of the contract, date, number)

Concluded between AB „KN Energies“ and

_____ (name of contracting party), (hereinafter – the Contract),”

1. I hereby confirm that I am familiar with 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), the laws of the Republic of Lithuania governing personal data protection, information security and cybersecurity requirements, other legal acts referred to in the Contract, and I undertake, in performing the Contract, to comply with personal data protection, information security and cybersecurity requirements.

2. I undertake:

2.1. From the moment of signing the Contract, I undertake to safeguard and use solely for the purposes of performing the Contract all information related to the Contract and its performance that becomes known to me, as well as any documents that are provided or made accessible to me.

2.2. To ensure the confidentiality and security of the information and documents received from AB ‘KN Energies’ and of the information and documents created during the performance of the Contract, to use such received and created information and documents solely for the purposes of performing the Contract, not to disseminate, reproduce, use them for my personal or third-party needs, and not to disclose them in any form or manner to third parties, except in cases provided for by the laws of the Republic of Lithuania.

2.3. To safeguard all entrusted documents and information in such a manner that third parties are not able to access or use them.

2.4. Upon termination of the Contract, to return all entrusted documents and information or, with the AB „KN Energies“ permission, destroy them; and not to retain any copies of the entrusted documents and information.

2.5. To immediately notify in writing the AB „KN Energies“ Information and Cybersecurity Officer by email at incidentai@kn.lt and by phone at +370 46 391772 of any actual or potential unauthorized use or disclosure of confidential information, or any other action that may be considered an information security breach, and to take all reasonable measures to prevent further disclosure or loss of information and to mitigate any negative consequences, as well as to identify and provide AB „KN Energies“ with all facts related to the information security breach;

2.6. To comply with the confidentiality obligations set out in sub-clauses 2.1–2.5 during the performance of the Contract and after its completion or termination, as well as in the event of any change or termination of my employment relationship.

3. I understand that confidential information shall mean all information related to the Contract and its performance, including documents that become known to me in the course of performing the Contract and that are not publicly available and whose disclosure is not required by the laws of the Republic of Lithuania.

4. I have been informed that:

4.1. This undertaking shall remain in force for an indefinite period of time;

4.2. Any information and documents related to the Contract and its performance that become known to me may be disclosed only in cases provided for by the laws of the Republic of Lithuania;

4.3. If I breach this undertaking, I shall pay the AB „KN Energies“ a penalty of EUR 5,000 (five thousand euros) for each breach of confidential information and compensate the AB „KN Energies“ and/or third parties for any damage and losses incurred, and shall be held liable in accordance with the laws of the Republic of Lithuania, provided that the total liability under this undertaking shall in no event exceed the total contract value, except in cases of wilful misconduct or gross negligence.

(signature)

(name, surname)