

GENERAL CONDITIONS OF CONTRACT

No.	Subject	Conditions
1.	Parties	This Public Services Purchase Agreement (hereinafter referred to as the Contract) is entered into by and between SC „KN Energies“ (hereinafter referred to as the Client) and a natural person, private or public legal entity, another organisation, its division, or a group of such persons with whom the Client concludes the Contract (hereinafter referred to as the Service Provider).
2.	Scope of the Contract	<p>1. Subject Matter of the Contract – Insurance brokerage services (hereinafter referred to as the Services) and the preparation of an engineering report (hereinafter referred to as the Related Services).</p> <p>2. The requirements for the Services and the Related Services, as well as the conditions of their performance, are set out in the Technical Specification, which forms an integral part of this Contract.</p>
3.	Pricing	All Services under this Contract shall be subject to fixed-rate pricing.
4.	Price and Payment Terms	<p>1. The Client undertakes to pay the Service Provider the Contract Price for the performance of the Related Services, in accordance with the terms and conditions set out in the Contract.</p> <p>2. The remuneration for the Services shall be paid to the Service Provider by the insurance company with which the Client has concluded the insurance contract. The Client shall not make any direct payment to the Service Provider.</p> <p>3. The commission payable to the Service Provider by the insurance company shall not exceed ten percent (10%) of the value of each insurance contract. The aggregate commission payable to the Service Provider for the entire duration of the Contract shall not exceed EUR 300,000.00 (three hundred thousand euros), exclusive of VAT.</p> <p>4. The Client shall settle payment for the Related Services by transferring funds to the Service Provider’s account specified in the Contract within thirty (30) calendar days from the date of signing the acceptance certificate for the Related Services and receipt of a duly issued invoice.</p> <p>5. If the Service Provider’s specialists do not have knowledge of the lithuanian language, the Service Provider shall ensure the continuous provision of interpretation and translation services, both oral and written. All costs related to such interpretation and translation services shall be deemed included in the Contract Price and shall not be reimbursed separately.</p> <p>6. The Initial Contract Price includes full remuneration for the performance of the Services, the Related Services, and the fulfilment of all other obligations under the Contract. The</p>

		<p>Service Provider shall not be entitled to claim any additional payment or reimbursement of expenses exceeding the Initial Contract Price. The Service Provider shall perform all Services and Related Services necessary to achieve the result stipulated in the Contract for the Initial Contract Price.</p> <p>7. The Service Provider shall be entitled to issue an invoice only on the basis of a Service Transfer-acceptance Deed duly signed by both Parties.</p>
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<p>5.</p>	<p>Scope and Time for Performance of the Services</p>	<p>1. The Service Provider undertakes to perform all Services specified in the Contract within the time limits set out in the Technical Specification. The Services shall be provided for a period of thirty-six (36) months from the Effective Date of the Contract.</p> <p>2.. The Service Provider shall execute, complete, and deliver to the Client all Services specified in the Technical Specification and the Contract.</p> <p>3. Upon verification that the Related Services have been fully performed and that the Service Provider has duly fulfilled all obligations related thereto, the Client shall, within five (5) Business Days, either sign the transfer and acceptance deed submitted by the Service Provider, or notify the Service Provider in writing of the refusal to accept the Related Services, stating the identified deficiencies and granting a reasonable period for their rectification, such period to be counted from the date of receipt of the written comments.</p> <p>4. The Client shall be entitled, either on its own initiative or upon a duly substantiated written request of the Service Provider, to suspend the performance of the Services if objective circumstances arise which render the performance of the Services or part thereof impossible. The reasons for suspension may include, inter alia:</p> <p>4.1. The Client fails to perform its obligations under the Contract, as a result of which the Service Provider is unable to perform the Services or part thereof;</p> <p>4.2. Any other circumstances not known at the time of the Procurement, which, under the same conditions, would prevent any service provider and/or the Client from performing the Services or part thereof, thereby rendering the performance impossible.</p> <p>5. The Service Provider shall notify the Client in writing of any circumstances rendering the performance of the Services impossible, no later than three (3) Business Days from the occurrence of such circumstances. The Service Provider's notice shall clearly specify the date of occurrence of the circumstances and provide evidence substantiating their existence.</p> <p>If the suspension of the Services or part thereof is initiated by the Client, the suspension circumstances shall be set out in the</p>
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	<p>Client's notice to the Service Provider regarding the suspension.</p> <p>6. Each Party shall promptly, but no later than two (2) Business Days from becoming aware thereof, notify the other Party in writing of the cessation or the anticipated cessation of the reasons for suspension and of the timeline for resumption of the Services. The Services shall resume on the date specified in the Client's notice to the Service Provider regarding the resumption of the Services.</p> <p>7. Orders shall be submitted by the Client to the email address designated by the Service Provider and shall be deemed received immediately upon dispatch.</p> <p>8. The Service Provider shall submit Service performance reports in electronic form, in the lithuanian language, by the fifth (5th) day of each month for the preceding calendar month.</p>
<p>6.</p>	<p>Liability</p> <p>1.If the Service Provider fails to perform its contractual obligations within the time limits specified in the Contract, delays in executing an order, or fails to remedy defects, the Client shall, without prior notice and without prejudice to any other remedies available, be entitled to impose liquidated damages at the rate of 0.02% (zero point zero two percent) of the value of the delayed or defective Services (exclusive of VAT) for each day of delay. The Service Provider shall also compensate the Client for any losses not covered by such liquidated damages. The Client shall be entitled to set off the accrued liquidated damages against any payments due to the Service Provider.</p> <p>2. If the Service Provider fails to perform its contractual obligations within the time period stipulated in the Contract for the Related Services, delays in executing an order, fails to remedy defects, or otherwise defaults on its contractual obligations, the Client shall, without prior notice and without prejudice to any other remedies available, be entitled to impose liquidated damages at the rate of 0.02% (zero point zero two percent) of the value of the Related Services (exclusive of VAT) for each day of delay. The Service Provider shall also indemnify the Client for any losses not covered by such liquidated damages. The Client shall be entitled to set off the accrued liquidated damages against any payments due to the Service Provider.</p> <p>3. If the Client fails to fulfil its obligation to pay for duly and properly performed Services within the time limits specified in the Contract, the Service Provider shall, without prior notice and without prejudice to any other remedies available, be entitled to charge liquidated damages at the rate of 0.02% (zero point zero two percent) of the outstanding amount (exclusive of VAT) for each day of delay.</p> <p>4. The Client shall be entitled to claim payment of liquidated damages at any time, irrespective of the validity, expiry, or completion of the Contract.</p>

		<p>5. The liquidated damages agreed by the Parties shall be deemed as the Parties' pre-estimated minimum losses arising from a breach of the respective Contract provision by the other Party, and the aggrieved Party shall not be required to prove the amount thereof.</p> <p>6. The Service Provider shall be subject to a penalty of EUR 1,000.00 (one thousand euros) for each instance where existing subcontractors or specialists are replaced, or new subcontractors are engaged, in breach of the procedure for the replacement or engagement of subcontractors and/or specialists as stipulated in the Contract.</p> <p>7. The Contract shall also include other standard liability provisions in accordance with the applicable laws. The Service Provider shall bear full liability for the acts of all personnel engaged in the performance of the Contract and shall fully indemnify the Client for any direct and indirect losses arising from the acts or omissions of the Service Provider.</p>
7.	Warranty / Risk	<p>Upon expiry of the Contract, all obligations of the Service Provider relating to the warranty period shall remain in force. Any defects identified during the warranty period shall be recorded and remedied in accordance with the Civil Code of the Republic of Lithuania and other applicable laws.</p>
8.	Intellectual Property	<p>1. The Parties expressly agree that all intellectual property rights, both economic and moral (to the extent permitted by law), including but not limited to trade secrets, copyrights and related rights, inventions and patents, know-how, designs, trademarks, trade names, industrial designs, utility models, ideas, processes, formulas, original source code and object code, data, software, databases, other copyright-protected works, improvements, enhancements, technical solutions and any other works or innovations (hereinafter referred to as the "Intellectual Property Objects"), created, conceived or developed by the Service Provider in the performance of this Contract, shall exclusively belong to and vest in the Client. Such rights shall be protected under applicable law without any geographical or other limitations, granting the Client the right to freely transfer such rights and Intellectual Property Objects to third parties.</p> <p>2. The Parties agree that the Client shall have a right to use the Intellectual Property Objects at its sole discretion, including but not limited to: (i) reproduce in any form or manner; (ii) publish; (iii) translate; (iv) adapt, arrange, stage, or otherwise rework; (v) distribute the original or a copy thereof by sale, lease, lending or other way transferring the ownership or possession right, also by importing or exporting; (vi) display the original or copies publicly; (vii) publicly perform in any way and by any means; (viii) broadcast, rebroadcast and otherwise make public, including make it publicly accessible by the computer networks (the Internet). The Client shall have</p>

		<p>the right to exercise the above-indicated rights in any way the Client wants: (i) with or without indication of authorship; (ii) with or without other content of authors' rights; (iii) with or without other text, sound, information or image; (iv) without a title, with the same title or under any other title; (v) in any environment or context. The remuneration for the Intellectual Property Rights is included in payment under this Contract and no additional compensation is due to the Service Provider for the full assignment of Intellectual Property Objects.</p> <p>3. Without the Client's prior written consent, the Service Provider may not publish articles about the services, refer to them in providing services to others, or disclose information obtained from the Client.</p> <p>4. The Service Provider guarantees compensation (including legal costs) to the Client for any claims arising from the use of Intellectual Property Objects except in cases where such infringement results from the Client's actions. If third parties make reasonable claims against the Client for intellectual property infringement related to the Services, the Service Provider shall immediately address and remedy such infringement at its own expense and indemnify the Client for any losses incurred as a result.</p> <p>5. The Service Provider warrants that neither it nor the authors of the Intellectual Property Objects will make any claims or demands against the Client or any third parties regarding the Client's use of the Intellectual Property Objects acquired under this Agreement.</p> <p>6. The Service Provider undertakes not to incorporate any Intellectual Property Objects of itself or third parties, for which it has not received a permit, into the Client's Intellectual Property Objects or other Intellectual Property Objects provided by third parties to the Client. It is acknowledged that any intellectual property existing prior to the commencement of the performance of the Contract, or any rights owned by the Service Provider prior thereto (hereinafter referred to as the "Background Intellectual Property Rights"), shall not become the property of the Client, provided that the Client has been duly informed thereof and has agreed in advance to the inclusion of such intellectual property. If the Client requires the use of the Background Intellectual Property Rights in order to use the Services or the results thereof, the Service Provider hereby grants to the Client an irrevocable, non-exclusive, royalty-free, worldwide and perpetual licence to use such rights.</p> <p>7. Parties hereby agree that provisions of this Section shall survive termination or expiry of the Contract.</p>
9.	Confidentiality	The Parties undertake to comply with confidentiality obligations. "Confidential Information" means any information marked or otherwise identified in writing as

		<p>confidential by a Party, as well as any information which, by its nature or under the circumstances of disclosure, the receiving Party should reasonably recognise as confidential. Confidential Information includes, inter alia, non-public information relating to the activities of the Parties and the performance of this Contract. The receiving Party shall use the Confidential Information solely for the performance of the Contract and shall ensure that such information is not used in any manner detrimental to the disclosing Party. All personnel and specialists of the Service Provider engaged in the performance of the Contract shall sign a Confidentiality Undertaking in the form set out in Annex X to the Contract. The Service Provider shall submit duly completed and signed Confidentiality Undertakings to the Client within five (5) Business Days from the Effective Date of the Contract. In case of replacement or appointment of additional specialists for the performance of the Contract, the relevant Confidentiality Undertaking(s) shall be submitted together with the request for such replacement or appointment.</p>
<p>10.</p>	<p>Contract Term and Termination</p>	<p>1. This Contract shall enter into force on the date of its signature by both Parties and shall remain in effect until the full performance of the Parties' obligations hereunder, unless earlier terminated in accordance with applicable law or the provisions of this Contract.</p> <p>2. Upon termination or expiry of the Contract, the provisions of the Contract relating to dispute resolution, as well as any other provisions which by their nature are intended to survive termination or expiry, shall remain in full force and effect.</p> <p>3. If either Party fails to perform or improperly performs its obligations under the Contract, and such failure constitutes a material breach, the other Party shall be entitled to unilaterally terminate the Contract by giving the defaulting Party ten (10) Business Days' prior written notice stating the justified reasons for termination.</p> <p>For the purposes of this Contract, material breaches shall include, inter alia, the following:</p> <p>3.1. if the Service Provider fails to perform its obligations under the Contract in consideration of the commission fee stipulated therein;</p> <p>3.2. if the Service Provider, due to its own fault, delays the provision of the Services for more than thirty (30) calendar days;</p> <p>3.3. if the Client identifies deficiencies in the quality of the Services provided by the Service Provider more than three (3) times in a row;</p> <p>3.4. if the Client, due to its own fault, delays the fulfilment of its payment obligation for more than thirty (30) calendar days;</p> <p>3.5. any other breaches expressly defined as material in this Contract.</p>

		<p>4. The Contract shall be terminated with immediate effect if the Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania, adopts a decision confirming that the Contract is not in compliance with national security interests (Article 50(8) of the Public Procurement Law).</p> <p>5. If the Client terminates the Contract due to the fault of the Service Provider, the Service Provider shall, at the Client's request, pay a penalty of 10 % (ten percent) of the Contract Price (exclusive of VAT) and compensate the Client for all losses not covered by such penalty, including costs incurred in engaging another service provider and any increase in the price of the services.</p> <p>6. The Contract may be terminated in the cases and under the procedure set out in Article 98 of the Public Procurement Law, or by mutual written agreement of the Parties.</p> <p>7. The termination or expiry of the Contract shall not release the Parties from liability for obligations undertaken prior to such termination or expiry, nor from any liability arising therefrom.</p>
11.	<p>Obligations of the Parties / Other Provisions</p>	<p>1. The Service Provider undertakes to comply with all applicable laws and regulations governing the Services and the performance of its contractual obligations, and to ensure that all of its specialists, employees and representatives likewise comply. The Service Provider guarantees to indemnify the Client and/or third parties for any losses incurred as a result of non-compliance with applicable legal requirements by the Service Provider or its specialists, employees or representatives, where such non-compliance gives rise to claims or legal proceedings against the Client and/or third parties.</p> <p>2. Amendments to the Contract during its term may be made without conducting a new procurement procedure, in accordance with the provisions of Article 97 of the Public Procurement Law and on the basis of circumstances set out in the Contract clearly, precisely and unequivocally. All amendments to the Contract shall be made by way of a written agreement signed by both Parties, which shall specify the reasons for the amendment either in the agreement itself or in an annex thereto.</p> <p>3. This Contract and all mutual relations between the Parties arising therefrom (including, but not limited to, relations arising from the conclusion, validity, invalidity, performance or termination of the Contract) and their interpretation shall be governed by the laws of the Republic of Lithuania.</p> <p>4. Any dispute, disagreement or claim arising out of this Contract shall first be resolved through negotiations and cooperation between the Parties. If, within thirty (30) calendar days (unless such period is extended by mutual agreement of</p>

	<p>the Parties), the dispute, disagreement or claim is not resolved through negotiations or any other alternative method agreed by the Parties, it shall be submitted to the competent courts of the Republic of Lithuania.</p> <p>5. Requirements for Subcontractors and Service Provider's Specialists:</p> <p>5.1. The Service Provider shall be responsible for ensuring that it, as well as the subcontractors and specialists directly engaged in the performance of the Contract, comply with the professional qualification and other requirements set out in the applicable laws, the public procurement documents, and the Service Provider's proposal, and that they are duly authorised to engage in the activities for which they are engaged;</p> <p>5.2. At the Client's request, the Service Provider shall promptly, but no later than five (5) Business Days, provide the Client with documents confirming that the Service Provider, the entities whose capacities the Service Provider relies on, and other subcontractors and specialists comply with the qualification and other requirements set out in the Public Procurement documents and the Service Provider's proposal;</p> <p>5.3. If there is a change of subcontractors whose capacities were relied upon by the Service Provider to establish qualifications, the Service Provider shall provide, along with the information about the new subcontractor, documents confirming that the new subcontractor meets the qualification requirements and that there are no grounds for their disqualification. Such documents must be submitted on the date the Service Provider submits a request to the Client for the substitution of subcontractors. The qualification of the new subcontractor must meet or exceed the qualification requirements specified in the Public Procurement documents;</p> <p>5.4. In cases where the Service Provider does not rely on the capacities of subcontractors to establish its qualifications, the Client shall not be required to verify the grounds for disqualifying such subcontractors;</p> <p>5.5. The Service Provider shall have the right to request the Client to replace the Service Provider's appointed specialist with one of no lesser qualification and experience, if required by the Public Procurement documents, in cases where the specialist is dismissed, resigns, or for other reasons is unable to perform his duties related to the execution of the Contract for more than ten (10) Business Days. The Service Provider shall submit a written request to the Client for the replacement of the specialist, specifying the reasons for the replacement and providing documents confirming the new specialist's qualifications and experience in compliance with the qualification requirements set forth in the Public Procurement documents.</p> <p>6. The Service Provider shall ensure compliance with the requirements set forth in Article 47(9) of the Public</p>
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		<p>Procurement Law, Article 50(9) and Article 58(41) of the Procurement Law for the entire duration of the Contract.</p> <p>7. The Service Provider shall promptly, but no later than five (5) Business Days, notify the Client if circumstances arise that meet the requirements set forth in Article 47(9) of the Public Procurement Law, Article 50(9), and Article 58(41) of the Procurement Law.</p> <p>8. The Service Provider shall familiarize itself with and comply with the provisions and requirements of the Client's Suppliers Code of Ethics during the performance of the Contract (the Client's Supplier Code of Ethics Geroji valdysena - KN).</p>
12.	Annexes	<p>1. Annex 1 to the Contract – Technical Specification;</p> <p>2. Annex 2 to the Contract – Confidentiality Undertaking.</p>