

**COMMITMENT OF CONFIDENTIALITY**

\_\_\_\_\_ 202\_\_  
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 Head of Prevention Department ....., and

\_\_\_\_\_, a company established and operating under the laws of the Republic of Lithuania, legal entity number \_\_\_\_\_ with its registered seat in \_\_\_\_\_, data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as the **Recipient of Information**), represented by \_\_\_\_\_,

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. 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.

5.2. 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:**

**On behalf of \_\_\_\_\_:**

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