

**GAS PRODUCED FROM RENEWABLE ENERGY SOURCES,
GUARANTEES OF ORIGIN SERVICE CONTRACT**

NO.

[day] [month] [year]
Vilnius

I. SPECIAL CONDITIONS OF THE CONTRACT

1. Parties to the Contract

[name], [legal form], legal entity code [code], registered office address [address], data on the company collected and stored in the Register of Legal Entities (hereinafter – **Market Participant**), represented by [position] [name, surname], [acting] in accordance with [legal basis of representation],

AB Amber Grid, a public limited liability company established and operating under laws of the Republic of Lithuania, legal entity code 303090867, registered office address Laisvės Ave. 10, LT-04215 Vilnius, data on the company collected and stored in the Register of Legal Entities (hereinafter – the **Designated Entity**), represented by [position] [name, surname], [acting in accordance] with the [legal basis of representation],

hereinafter collectively referred to as **the Parties** and individually – as **the Party**, have entered into the Guarantees of Origin Service Contract (hereinafter – the **Contract**) on the following terms:

2. Individual conditions

2.1. Start of the provision of guarantees of origin services	[day] [month] [year]
2.2. Market participant status (please select one, several):	<i>gas producer/supplier/another gas market participant seeking to acquire guarantees of origin and/or seeking recognition of guarantees of origin issued by other Member States in the Republic of Lithuania</i>
2.3. Correspondence address and contacts/List of authorised persons	<i>Specified in Annex 1 to the Contract</i>
2.4. Other conditions	

By signing the Contract, the Market Participant expressly declares and confirms that it is familiar with and undertakes to comply with the Rules for the Issuance, Transfer and cancelation of Guarantees of Origin for Gas Produced from Renewable Energy Sources and for the Supervision and Control of the Use of Guarantees of Origin, and for Recognition of Guarantees of Origin Issued by Other Member States in the Republic of Lithuania approved by Order No 1-158 of the Minister of Energy of the Republic of Lithuania of 21 May 2019, as subsequently amended (hereinafter – the Rules).

3. Annexes to the Contract

3.1. The following Annexes have been enclosed to the Contract forming an integral part thereof:

- 3.1.1. Correspondence address and list of contacts/ authorised persons;
- 3.1.2. Market Participant's application for registration in the Database;
- 3.1.3. A copy of the gas production permit and/or of the operating permit or licence issued to the supplier (if applicable).

Details and signatures of the Parties:

By signing this Contract, I confirm that I have read the Special and General Conditions of the Contract, the terms and conditions of the Contract are clear and understandable to me, and I accept them. The Contract consists of the General Conditions of the Contract, Special Conditions of the Contract including their Annexes.

AB Amber Grid

Laisvės Ave. 10,
LT-04215 Vilnius
Legal entity code: 303090867
VAT code: LT1000007844014
Tel: +370 5 2360855

E-mail: info@ambergrid.lt
Account No: LT17044060007905969
Bank: AB SEB bank
Bank code: 70440

[name]
[address]

Legal entity code: [code]
VAT code: [code]
Tel: [number]

E-mail: [address]
Account No: [number]
Bank: [name]
Bank code: [code]

**On behalf of the Designated Entity:
AB Amber Grid**

(Name, surname, signature)

Date of signature: _____

On behalf of the Market Participant:

(Name, surname, signature)

Date of signature: _____

Annex 1
To
Contract No.
of day month year

CORRESPONDENCE ADDRESS AND LIST OF CONTACTS/ AUTHORISED PERSONS

AB AMBER GRID

1. *[Name, surname, job position]* shall be the contact person for *[contract performance, billing, etc.]*, tel. *[telephone]*, e-mail *go@ambergrid.it*;
2. ...

MARKET PARTICIPANT

1. *[Name, surname, job position]* shall be the contact person for *[contract performance, billing, etc.]*, tel. *[telephone]*, e-mail *[e-mail]*;
2. ...

MARKET PARTICIPANT'S ACCOUNT ADMINISTRATOR

3. *[Name, surname, job position]* shall be the contact person for *[contract performance, billing, etc.]*, tel. *[telephone]*, e-mail *[e-mail]*;

OTHER AUTHORISED PERSONS BY MARKET PARTICIPANT

4. *[Name, surname, job position]* shall be the contact person for *[contract performance, billing, etc.]*, tel. *[telephone]*, e-mail *[e-mail]*.

On behalf of the Designated Entity:
AB Amber Grid

(Name, surname, signature)

On behalf of the Market Participant:

(Name, surname, signature)

II. GENERAL TERMS AND CONDITIONS OF THE GUARANTEES OF ORIGIN SERVICE CONTRACT

1. Concepts of the Contract

1.1. The concepts used correspond to the concepts of the Law on Renewable Energy of the Republic of Lithuania, Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources, the Law on Alternative Fuel of the Republic of Lithuania, and the Rules.

2. Subject matter of the Contract

2.1. Upon the conclusion of this Contract and the registration of the Market Participant by the Designated Entity in the Electronic Register of Guarantees of Origin of Gas Produced from Renewable Energy Sources (hereinafter – the Database), the Market Participant shall have the right to access the data and information contained in the Database in relation to the issuance, transfer and/or cancellation of the Guarantees of Origin of Gas Produced of Renewable Energy Sources (hereinafter – Guarantees of Origin) and the obligation to submit, revise and confirm the data and information related to the issuance, transfer, cancellation and/or recognition of the Guarantees of Origin, in the Database in accordance with the procedure laid down by law.

2.2. By this Contract, the Market Participant undertakes to comply with the provisions of the applicable legislation governing the procedure for the issuance, transfer, cancellation and recognition of guarantees of origin and to ensure that the data and information provided by it to the Database are complete, accurate and correct. The Market Participant shall promptly provide the Designated Entity with information on the use, transfer or revision of guarantees of origin in accordance with the procedures set out in the Rules and shall ensure the completeness and accuracy of the information.

2.3. By this Contract, the Market Participant undertakes to use the Database in accordance with the provisions of the legislation and not to take any action that could damage the Database or interfere with the use of the Database by other Database Users, controlling authorities and/or the Designated Entity. The Market Participant undertakes to immediately notify the Designated Entity of any errors and/or malfunctions in the Database.

2.4. A unique participant code in the Database shall be assigned to the Market Participant (the account administrator nominated by the Market Participant). The Market Participant shall immediately inform the Designated Entity of any need to change the administrator of the Market Participant's account in the Registry.

2.5. The Market Participant undertakes to take measures to ensure that the received login data to the Database is kept secure and is not disclosed to other Registry Participants or third parties and that the Designated Entity is immediately informed of its loss or disclosure or the threat of such loss or disclosure.

2.6. All actions performed in the Database using the identification data of a Market Participant shall be legally binding on the Market Participant and shall be deemed to be performed by the Market Participant itself.

2.7. The Designated Entity shall have the right to suspend or terminate a Market Participant's access to the Database at any time of the day or night, without prior notice, if it is necessary to remedy any

observed technical deficiencies or problems in the Registry.

3. Issuing and adjusting guarantees of origin

- 3.1. The Market Participant shall declare in the Database, no later than within 1 (one) calendar month following the end of the reporting calendar month, the amount of gas produced from renewable energy sources for which it intends to obtain guarantees of origin, produced and delivered to the natural gas network during the reporting period. The Designated Entity shall, after verifying the correctness of the information on the gas produced from renewable energy sources and fed into the natural gas network during the reference period, make entries in the Database for each unit of energy (1 (one) MWh) produced from renewable energy sources and fed into the gas system.
- 3.2. Data on the use, transfer and revision of guarantees of origin shall be amended in accordance with the procedures laid down in the Rules.
- 3.3. Correction of inaccuracies relating to guarantees of origin:
 - 3.3.1. If the Designated Entity or Market Participant discovers an error in the issuance, transfer, acceptance or cancellation, revoke, recognition of Guarantees of Origin, the Party that discovers the error shall immediately notify the other Party thereof;
 - 3.3.2. in the event of an error in the issuance, transfer, acceptance or cancellation, revoke, or recognition of Guarantees of Origin, and/or an error caused by any unauthorised access to, or malfunctioning of, the Database, the Designated Entity and the Market Participant shall co-operate with each other to ensure that such error does not result in any unjustified acquisition of guarantees of origin. In the event of such an error which has resulted in the Market Participant's unwarranted acquisition of Guarantees of Origin, the Designated Entity shall have the right to revoke or modify the amount held in the Market Participant's account. If insufficient amount has been issued, the Designated Entity shall be entitled to issue additional guarantees of origin;
 - 3.3.3. should it come to light that the Guarantee of Origin was issued on the basis of false or inaccurate information, the Guarantee of Origin shall be revoked.

4. Settlement procedures and deadlines

- 4.1. The Market Participant shall pay to the Designated Entity for the use of the Database fixed fees for the use of the Database, the amount of which shall be published on the website of the Designated Entity www.ambergrid.lt. The Market Participant shall be invoiced once a month. A VAT invoice to be issued and submitted for the quantity of the services provided during the month no later than by the 10th day of the month following the month for which the services were provided. All the payments under the Contract shall be made *in euro* by a bank transfer to the bank account of the Designated Entity indicated in the invoice.
- 4.2. Upon receipt of a VAT invoice issued by the Designated Entity, the Market Participant shall pay the invoice no later than by the 17th calendar day of the current month. The date of payment shall be deemed to be the date on which the money is credited to the account of the Designated Entity.
- 4.3. All payments under the Contract shall be made in the amount specified in the relevant VAT invoice, without any additional fees or charges, and without any restriction on the disposition, credit and/or other use of the funds.

5. Obligations of the Parties

- 5.1. Each Party shall contribute to the implementation of this Contract by promptly providing the other Party with all information required by this Contract and the legislation relating to the processing of Guarantees of Origin.
- 5.2. The Designated Entity shall:
- 5.2.1. inform the Market Participant in writing of any changes to the terms of the Contract and fees in accordance with the procedures and deadlines set out herein;
 - 5.2.2. inform the Market Participant by means of a notice in the Database or the e-mail addresses specified by the Parties in Annex No1 3 (three) working days in advance of the planned restriction of the use of the Database services. The Market Participant shall be notified without any undue delay of any other unavailability of and/or interruptions to the use of the Database;
 - 5.2.3. have the right to restrict the Market Participant's right to use the Database or to limit access if the Market Participant fails to fulfil its obligations under this Contract.
- 5.3. The Market Participant shall:
- 5.3.1. make its own arrangements for the necessary IT architecture and interfaces which the Market Participant needs to use the Database. The Market Participant shall be responsible for ensuring the security and integrity of the data when using the Database;
 - 5.3.2. immediately inform the Designated Entity if the operation of the Market Participant's generating facility no longer complies with the information provided;
 - 5.3.3. carry out its activities in accordance with the provisions of applicable law and other conditions set out in the Contract;
 - 5.3.4. pay for the services provided using the Database in accordance with the procedure laid down in the Contract;
 - 5.3.5. If the Market Participant fails to pay the invoice on time, the Designated Entity shall have the right to unilaterally restrict the Market Participant's rights to use the account in the Database.

6. Responsibility of the Parties

- 6.1. The Parties shall be responsible for proper performance of their obligations under the Contract to the extent, in the manner and subject to the conditions set out in legislation and the Contract.
- 6.2. The Market Participant failing to pay VAT invoices received or to make any other payment due in accordance with the procedure and within the deadlines laid down in the Contract shall pay default interest at the rate of 0.04% (four hundredths of one per cent) of the unpaid amount for each day of delay. The interest shall be payable within the deadlines set out in clause 4.2. hereof. The payment of default interest shall not relieve the Market Participant of its obligation to settle with the Designated Entity in accordance with the submitted VAT invoices or other legitimate payment documents.
- 6.3. The Market Participant shall take all reasonable steps to prevent the Parties from incurring losses.
- 6.4. A Party shall be relieved from liability for a default on or improper performance of its contractual obligations under the Contract if it proves that the default or improper performance is due to force majeure beyond its reasonable control and foreseeable at the time of conclusion of the Contract and that it could not have prevented the occurrence of such circumstances and/or their consequences.
- 6.5. Civil liability shall not apply, and the Party may be fully or partially exempted from civil liability in accordance with Article 6.253 of the Civil Code of the Republic of Lithuania, as well as in other cases provided for in other legal acts and/or the Contract.

6.6. Upon the occurrence of the circumstances referred to in clause 6.4 of the General Conditions of the Contract, the Party that is unable to perform its contractual obligations in whole or in part as a result of such circumstances shall notify the other Party thereof in writing, specifying the occurrence of the circumstances, the expected duration thereof and, as the case may be, the cessation of the occurrence of such circumstances, not later than 5 (five) working days after becoming aware of the occurrence of the circumstances.

7. Confidentiality

- 7.1. All information relating to the Contract, the performance of the obligations assumed thereunder, the Parties to the Contract, their activities, as well as any other information relating to the relationship between the Parties shall be confidential and shall not be communicated or otherwise disclosed to any third party to any extent whatsoever, except in cases provided for by law, or with a written consent of the other Party thereto.
- 7.2. A Party shall not be deemed to be in breach of the obligation of confidentiality if confidential information has been disclosed to the Party's shareholders, members of the governing bodies and management, employees whose functions require such information to be disclosed for the performance of their work, the Parties' legal and financial advisers, lenders and auditors.
- 7.3. A Party that transfers confidential information to third parties as provided for in the Contract shall be obliged to ensure the confidentiality obligations of such third parties in relation to the transferred information.
- 7.4. The confidentiality obligation assumed by the Parties under the Contract shall remain in force for the entire term of the Contract (including any extensions of the Contract) and for a period of 2 (two) years following the expiry or termination of the Contract.

8. Validity, amendment and termination of the Contract

- 8.1. The Contract between the Market Participant and the Designated Entity shall be concluded in such a way as to ensure equal and non-discriminatory terms and conditions for all Market Participants in respect of the Guarantee of Origin services. The terms and conditions of the Contract shall not be subject to negotiation between the Parties.
- 8.2. The Designated Entity shall publish the General Conditions of Contract on its website www.ambergrid.lt.
- 8.3. The Contract shall enter into force for the Parties from the moment of its signing and shall be of unlimited duration.
- 8.4. Either Party may terminate the Contract by giving a 30 (thirty) calendar days' notice to the other Party.
- 8.5. The Designated Entity shall inform the Market Participant(s) of any changes to the terms of the Contract at least thirty (30) calendar days prior to the effective date of the intended change to the terms of the Contract, either by e-mail or by means of the Database.
- 8.6. If the Market Participant does not agree with the changes to the terms of the Contract, the Market Participant shall have the right to unilaterally terminate the Contract by notifying the Designated Entity thereof in writing by e-mail not later than 20 (twenty) calendar days after receipt of the Designated Entity's notification referred to in clause 8.4 hereof.
- 8.7. Each Party shall have the right to unilaterally change the persons authorised to execute the Contract as set out in Annex 1 by giving the other Party a five (5) working days' notice at the least.
- 8.8. The Contract may be terminated on the following grounds:
- 8.8.1. by a written agreement of both Parties;

8.8.2. by a unilateral written notice from the Market Participant to the Designated Entity not later than 30 (thirty) days before the date of the intended termination of the Contract;

8.8.3. by a unilateral written notice from the Designated Entity to the Market Participant not later than 30 (thirty) days before the date of the intended termination of the Contract, provided that if the Market Participant fails to remedy the breach within a reasonable period of time, which may not be less than 5 days, after the Designated Entity has requested the Market Participant to remedy the breach, in the following cases:

8.8.3.1. The Market Participant fails to comply with the terms of the Contract and its obligations without objectively justifiable reasons;

8.8.3.2. The Market Participant is in breach of the requirements set out in clause 5.3 of the Contract;

8.8.3.3. The Market Participant interferes with or otherwise adversely affects the operation of the Designated Entity's information systems;

8.8.3.4. The Market Participant is more than one (1) month late in paying for services under the Contract.

8.8.4. on other grounds laid down by law.

8.9. Irrespective of the validity term of the Contract or an agreement of the Parties, the Contract shall automatically terminate in the following cases:

8.9.1. if the status of the Designated Entity ceases to exist in accordance with the procedure laid down by law and if the rights and obligations under the Contract are not transferred to another Designated Entity;

8.9.2. in the event of bankruptcy or liquidation of one of the Parties, and for any other reason which deprives the Party of the right to carry on its economic and commercial activity;

8.9.3. if the Market Participant loses the permits and/or licences issued by the authorised authorities for the supply or production of gas produced from renewable energy sources in the Republic of Lithuania.

8.10. The Contract shall be deemed to have terminated on the date of the occurrence of the circumstances referred to in clause 8.9 hereof.

8.11. Expiry or termination of the Contract shall not relieve the Parties from due performance of their obligations under the Contract. The expiry or termination of the Contract for any reason shall not relieve the Market Participant of its obligation to duly perform its obligations under the Contract to pay for the provision of the Guarantee of Origin Service and of its liability for any default on or improper performance thereof.

9. Other provisions

9.1. If any term of the Contract is declared invalid or unenforceable by a competent dispute resolution body, this shall not invalidate the Contract, except to the extent that the Contracting Parties would not have entered into the Contract in the absence of such term.

9.2. The Designated Entity shall have the right to assign all or a part of its rights and obligations under the Contract to another Designated Entity.

9.3. For the purposes of the performance of the Contract, the Parties shall appoint the authorised persons specified in Annex 1 hereto.

9.4. This Contract has been drafted in 2 (two) copies, with one going to each Party and each having equal legal force.