

PASIŪLYMO PATEIKIMAS

1. Pirminiai/Galutiniai pasiūlymai pateikiami Elektroninėmis priemonėmis pateikiant užpildytą Taisyklių priede Nr. 1 pateiktą atitinkamo pasiūlymo formą bei jos pridedant Taisyklėse nurodytus dokumentus.
2. Pirminiai/Galutiniai pasiūlymai, įskaitant su jais pateikiamus dokumentus, turi būti pateikti lietuvių kalba arba anglų kalba. Jei pasiūlymas ir (ar) prie jo pridėti dokumentai, išskyrus aukščiau nurodyta pasiūlymo atskira dalis, bus pateikti ne lietuvių ir ne anglų kalba, Komanda paprašys Dalyvio per papildomą terminą išversti pasiūlymą ir prie jo pridėtus dokumentus į lietuvių kalbą. Esant pasiūlymo teksto turinio skirtumams tarp lietuvių ir ne lietuvių kalbos, teisingu bus laikomas pasiūlymo ir prie jo pridėtų dokumentų tekstas lietuvių kalba. Vertimo tikrumas turi būti patvirtinamas vertėjo arba ūkio subjekto įgalioto asmens.
3. Pateikiamus Pirminius/Galutinius pasiūlymus bei kitus dokumentus turi pasirašyti Dalyvio įgaliotas asmuo – kartu turi būti pridedami ir asmens teisę pasirašyti Dalyvio vardu patvirtinantys dokumentai, jeigu Pirminius /Galutinius pasiūlymus pasirašo kitas asmuo nei tas, kuris pasirašė paraišką. Dokumentai, išduoti kitų institucijų arba asmenų, turi būti pasirašyti jas išdavusio asmens arba atitinkamos institucijos atstovo.
4. Pirminiai/Galutiniai pasiūlymai kartu su pridedamais dokumentais teikiami tik Elektroninėmis priemonėmis. Pateikiami dokumentai ar skaitmeninės dokumentų kopijos turi būti prieinami naudojant visuotinai prieinamus duomenų failų formatus (pavyzdžiui, pdf, jpg, doc ir kt.).
5. Amber Grid nereikalauja, kad visas Pirminis/Galutinis pasiūlymas būtų pasirašytas saugiu elektroniniu parašu, tačiau ji pasilieka teisę bet kada paprašyti Dalyvio pateikti atitinkamų dokumentų originalus ar tinkamai patvirtintas kopijas.

(Dalyvio pavadinimas, juridinio asmens kodas, buveinės adresas)

AB „Amber Grid“
Juridinio asmens kodas 303090867
Buveinės adresas: Laisvės pr. 10, LT-04125 Vilnius
Tel.: [numeris]
el. p. [adresas]

PIRMINIS / GALUTINIS PASIŪLYMAS

(Data) (numeris)

(Vieta)

**GET BALTIC, UAB
KONTROLINIO AKCIJŲ VIEŠO PARDAVIMO PROCESAS**

Dalyvio pavadinimas
Juridinio asmens kodas
PVM mokėtojo kodas
Registruotos buveinės adresas
Adresas korespondencijai

Pateikdami šį pasiūlymą, patvirtiname, kad išsamiai išnagrinėjome Taisykles, paskelbtas [nurodyti skelbimo šaltinius], dokumentus pateiktus duomenų kambaryje ir įsitikinome dėl mums tokiam pasiūlymui pateikti reikalingos informacijos tikslumo ir išsamumo, sutinkame su Sutarčių tekstu, kuris buvo suderintas konsultacijų metu. Patvirtiname, kad įvertinome mūsų turimus ir prieinamus finansinius resursus.

Mūsų siūloma GET Baltic, UAB kontrolinio akcijų paketo kaina: [kaina] Eur.

Pateikdami šį pasiūlymą, patvirtiname, kad mūsų pasiūlymas visiškai atitinka Proceso dokumentuose ir Lietuvos Respublikoje galiojančiuose teisės aktuose nustatytus reikalavimus, o kartu su pasiūlymu pateikiamos skaitmeninės dokumentų kopijos ir duomenys yra tikri.

Pasiūlymas galioja iki [data].

Eil. Nr.	Priedamų dokumentų pavadinimai	Dokumento puslapių skaičius
1.		
2.		
3.		

(Dalyvio arba jo įgalioto asmens pareigos)

(Parašas)

(Vardas ir pavardė)

GINČŲ NAGRINĖJIMO TVARKA

1. Jeigu Suinteresuotas ūkio subjektas ir/arba Dalyvis mano, kad Amber Grid ar Komanda nesilaikė Lietuvos Respublikos valstybės ir savivaldybių turto valdymo, naudojimo ir disponavimo juo įstatymo, Valstybės turtinių ir neturtinių teisių įgyvendinimo valstybės valdomose įmonėse tvarkos aprašo, EPSO-G grupės akcijų pardavimo sandorių sudarymo politikos reikalavimų, jis gali raštu (Elektroninėmis priemonėmis arba pasirašytinai per pašto paslaugos teikėją ar kitą tinkamą vežėją) pateikti Amber Grid pretenziją dėl, Suinteresuoto ūkio subjekto ir/arba Dalyvio nuomone, jo teisėtus interesus pažeidžiančių Amber Grid veiksmų ar priimtų sprendimų.
2. Pretenziją galima pateikti per 4 (keturias) Dienų nuo Komandos apie jos priimtą sprendimą išsiuntimo Elektroninėmis priemonėmis Suinteresuotam ūkio subjektui ir/arba Dalyviui dienos;
3. Pretenziją Komanda nagrinės tik tokiu atveju, jeigu ji bus gauta nepraleidžiant aukščiau nurodytų terminų ir jei pretenzija bus pateikta Komandai iki Sutarties sudarymo dienos. Komanda turi teisę nenagrinėti pakartotinai teikiamos pretenzijos dėl to paties Amber Grid priimto sprendimo ar atlikto veiksmo. Pretenzijos nagrinėjimo laikotarpiu Proceso procedūros gali būti stabdomos.
4. Išnagrinėti pretenziją ir priimti motyvuotą sprendimą bei Elektroninėmis priemonėmis pranešti apie priimtą sprendimą pretenziją pateikusiam Suinteresuotam ūkio subjektui ir/arba Dalyviui, Komanda privalo ne vėliau kaip per 6 (šešias) Dienas nuo pretenzijos gavimo dienos. Kartu Komanda taip pat informuos apie anksčiau praneštų Proceso procedūros terminų pasikeitimą (jei taikoma). Amber Grid negali sudaryti Sutarties anksčiau kaip po 15 (penkiolikos) kalendorinių dienų nuo pranešimo apie dėl pretenzijos priimtą sprendimą išsiuntimo Elektroninėmis priemonėmis pretenziją pateikusiam Dalyviui dienos.
5. Jeigu Komanda netenkina Suinteresuoto ūkio subjekto ir/arba Dalyvo pretenzijos, Suinteresuotas ūkio subjektas ir/arba Dalyvis turi teisę kreiptis į teismą dėl [1) Amber Grid sprendimų panaikinimo ar pakeitimo; 2) Sutarties pripažinimo negaliojančia]. Apie ketinimą kreiptis į teismą Suinteresuotas ūkio subjektas ir/arba Dalyvis turi informuoti Komandą per 7 (septynias) Dienas nuo Komandos pranešimo apie priimtą sprendimą dėl pretenzijos išsiuntimo Suinteresuotam ūkio subjektui/Dalyviui Elektroninėmis priemonėmis dienos.
6. Jeigu Komanda per nustatytą terminą neišnagrinėja jai pateiktos pretenzijos, ūkio subjektas turi teisę pateikti prašymą ar pareikšti ieškinį teismui. Apie ketinimą kreiptis į teismą Suinteresuotas ūkio subjektas ir/arba Dalyvis turi informuoti Komandą per 7 (septynias) Dienas nuo tos dienos kuomet Komanda turėjo Elektroninėmis priemonėmis pranešti apie sprendimą pretenziją pateikusiam Suinteresuotam ūkio subjektui/Dalyviui.
7. Suinteresuotas ūkio subjektas ir/arba Dalyvis, pateikęs prašymą ar pareiškęs ieškinį teismui, privalo ne vėliau kaip per 3 (tris) Dienas Elektroninėmis priemonėmis pateikti Komandai prašymo ar ieškinio kopiją su gavimo teisme įrodymais.
8. Visi kiti su ginčų nagrinėjimu susiję klausimai sprendžiami vadovaujantis Lietuvos Respublikos teisės aktais.

NON-DISCLOSURE AGREEMENT

[day] [month] 2022

Vilnius, Lithuania

This Non-Disclosure Agreement ("**NDA**") is entered into by and between:

AB Amber Grid (legal entity code 303090867), a public limited liability company incorporated and existing under the laws of Republic of Lithuania, whose registered office address is Laisvės pr. 10, LT-04215 Vilnius, Lithuania (hereinafter referred to as "**Amber Grid**");

GET Baltic, UAB (legal entity code 302861178), a private limited liability company incorporated and existing under the laws of Republic of Lithuania whose registered office address is Geležinio Vilko g. 18A, LT-08104 Vilnius (hereinafter referred to as "**GET Baltic**"); and

[**company name**] (legal entity code [code]), a [public] limited liability company incorporated and existing under the laws of [country], whose registered office address is [address] (hereinafter referred to as "**Recipient**").

Hereinafter Amber Grid and GET Baltic collectively referred as the "**Provider**" and Amber Grid, GET Baltic and Recipient each individually referred to as the "**Party**" and collectively as the "**Parties**".

I. PURPOSE OF THE NDA AND CONFIDENTIAL INFORMATION

1. Parties agree on the confidentiality and use of information that will or may be provided by the Provider to the Recipient in connection with the consideration and negotiations related to the possible transaction regarding the acquisition of the majority stake of GET Baltic by the Recipient (hereinafter referred to as "**Transaction**") as described in the Rules of Public sale of majority stake of GET Baltic, UAB (hereinafter the whole process described in this paragraph referred to as "**Negotiations**").
2. The Parties agree that the following information will be deemed as confidential information under this NDA: all the information in whatever form (written, oral, visual, electronic, etc.) relating to the Provider and / or supplied in connection with the Negotiations (as defined above) and disclosed to Recipient or to Representative (as defined below), either before, upon or after the date of this NDA, including but not limited to the fact of the Transaction, Negotiations, information provided in the Term Sheet, all the documents and information provided to Recipient during the due diligence process (if it will be carried out) (hereinafter referred to as "**Confidential Information**").
3. The Confidential Information may include any and all relevant information regarding the business or operations of the Provider, whether written, oral or otherwise, and including without limitation, information on financial and legal data, and other business information such as agreements, technical or non-technical data, compositions, devices, methods, techniques, drawings, inventions, processes, formulas, know-how, financial plans, product plans, lists or information concerning actual or potential customers or suppliers,

information regarding business plans and operations, methods and plans of operation, marketing strategies, sales and distribution plans or strategies, cost and expenses information, pricing strategies and acquisition and investment plans.

4. The Recipient shall hold and treat all Confidential Information in the strictest confidence and not publish it or disclose it to any third party, including its possible Affiliates (as defined below) (other than its Representatives as defined below), nor use the Confidential Information for any purpose other than the Negotiations without the express prior written consent of Amber Grid or GET Baltic, and cause (i) its directors, officers, employees, owner(s), professional advisors, subsidiaries and Affiliates and their directors, officers and employees and (ii) its non-exclusive providers or prospective provider of debt or equity finance in connection with the Transaction as well as (iii) its and their advisers and other representatives (hereinafter collectively referred to as "**Representatives**") to undertake the same.

For the purpose of this NDA, "Affiliate" means, in relation to a person, any other person directly or indirectly controlling, controlled by or under common control with, such person, where 'control' when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise.

5. The Recipient acknowledges and agrees that the Confidential Information is disclosed on "as is" basis and no representation or warranty, express or implied, is being made hereunder by Amber Grid and/or Get Baltic as to the completeness or accuracy of the Confidential Information or otherwise and none of such parties or any of their respective directors, officers, employees or representatives will have any liability to the Recipient or any other persons resulting from the Recipient's use of the Confidential Information. Nothing in this NDA shall be construed as obligating the Amber Grid and/or Get Baltic and/or any of its group companies to provide or continue to provide any Confidential Information or to enter into any further agreements with respect to any of the transactions relating to the Negotiations.
6. The Parties acknowledge their awareness that Amber Grid is listed on the stock exchange, i.e., Amber Grid's shares are listed on the stock exchange NASDAQ Baltic Secondary list. Therefore, any information about the Negotiations, including signing of this NDA, shall be considered inside information and confidential. Any information regarding the Transaction, the Negotiations must be kept strictly confidential in accordance with the provisions of the Market Abuse Regulation¹.
7. The Parties agree that the Parties' Representatives and (or) any other persons who shall be in any way participating in the Negotiations and (or) in conclusion of the Transaction and (or) may receive Confidential Information in any other way, shall be included in the insider list. The Parties undertake to provide Amber Grid with the information (including first name, last name, birth of date, personal identification number, e-mail, address and phone

¹ Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC Text with EEA relevance (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32014R0596>).

number) about the Parties' Representatives and (or) any other persons participating in the Negotiations and (or) in conclusion of the Transaction and (or) persons who may receive Confidential Information in any other way within 3 (three) working days from signing of this NDA. The Parties ensure that each person, who shall be included in the insider list, has signed a notice regarding their inclusion in the insider list (Annex A). In case the list of insiders would change during the period of validity of this NDA, the updated insider list together with the corresponding notice (Annex A), shall be submitted to Amber Grid within 3 days from the update, without separate request from Amber Grid.

8. For purposes of this NDA, Confidential Information shall not be deemed to include any information:
 - 8.1. which is in the public domain or is available to the public at the time of disclosure by Amber Grid and GET Baltic;
 - 8.2. which comes into the public domain or becomes available to the public, after disclosure by the Provider, otherwise than by reason of no act or omission of, or a breach of any of the undertakings contained herein;
 - 8.3. which is in the Recipient's possession prior to it being furnished to the the Recipient by Amber Grid and/or GET Baltic, provided that the Recipient is presently entitled to treat such information as not confidential;
 - 8.4. which comes to Recipient from a source other than the Provider or any of their Representatives which source is not bound, to the knowledge of the Recipient, by any obligation of confidentiality to the Recipient in relation to such information;
 - 8.5. which Recipient is required to disclose by a court of law or other judicial or quasijudicial body, regulator, regulatory authority or similar authority or such disclosure is required or reasonably necessary in the opinion of an independent legal counsel acceptable to Amber Grid and/or GET Baltic in connection with any pending or threatened litigation or investigation provided, however, that the Recipient shall use its best efforts to protect Provider's interests in respect of any trade secrets, know-how or other similar proprietary information and always when possible consult the Provider in advance as regards any such potential disclosure.

If the Recipient affords itself of one of the above exceptions, it shall have the burden of proof with respect to such exception.

II. OBLIGATION OF NON-DISCLOSURE

9. The Recipient shall not disclose and shall cause its Representatives not to disclose, without the duly signed prior written consent of Provider, to any person or entity, other than its Representatives, any Confidential Information or either the fact that discussions concerning the Negotiations are initiated, taking place or terminated, or any of the terms, conditions, discussions, proposals, other facts or circumstances with respect to the Negotiations. For the avoidance of doubt, if a third party is, or becomes, involved in the Transaction, the Recipient shall not share any Confidential Information with such third party (regardless of any confidentiality undertaking between the Recipient and such third party) without the Amber Grid's and/or GET Baltic prior written consent.

10. Recipient shall not use and shall cause its Representatives not to use the Confidential Information for any purpose other than the Negotiations and shall not, subject to the provisions of this NDA, without the prior written consent of Amber Grid and/or GET Baltic, make or cause to be made any announcement or disclosure in respect of the Confidential Information or the Negotiations.
11. The Parties agree that unless the Parties agree otherwise in writing, initial communication during the Negotiations shall take place only through the following representatives of the Parties:
 - 11.1. Representative of the Recipient: [Position/name surname], [cell number], [email];
 - 11.2. Representative of GET Baltic: [Position/name surname], [cell number], [email];
 - 11.3. Representatives of Amber Grid: [Position/name surname], [cell number], [email].
12. If Recipient reasonably determines that it is required by the law of any jurisdiction or the regulations of any other applicable or relevant regulator or regulatory authority to make any announcement or disclosure relating to any proposed Transaction or arrangements concerning the Negotiations or disclosure of any Confidential Information, Recipient shall give the Provider prompt notice of such fact and, prior to such announcement or disclosure, Recipient shall inform the Provider with a view to agreeing on the timing and contents of such announcement or disclosure.
13. Recipient will disclose Confidential Information only to those of its Representatives who are directly involved with the Negotiations and whose knowledge of such information is necessary and appropriate for that purpose. Recipient will ensure that each such individual to whom such disclosure is made, prior to the disclosure of the Confidential Information, adheres to the relevant terms of this NDA as if he or she were a party hereto.
14. The Confidential Information shall remain property of GET Baltic and/or Amber Grid as the case may be and GET Baltic and/or Amber Grid respectively shall remain the exclusive owner of all patent, copyright, trade secret, trademark and other intellectual property rights therein and any derivatives (such as any translation, revision, improvement, new material derived from existing disclosed material etc.) thereof. No license of any such rights to then Recipient shall be granted or implied under this NDA.
15. Recipient shall ensure that proper and secure storage is provided for all Confidential Information supplied to the Recipient whether written, electronic, pictorial or recorded in such a way so as to prevent theft or unauthorized access. Recipient shall inform Provider immediately if Recipient becomes aware that the Confidential Information has been disclosed to an unauthorized person and shall give to the Provider all reasonable assistance in connection with any proceedings that may be instituted against any person(s) responsible for such unpermitted disclosure.
16. Recipient will not make any notes, copies, photographs, drawings or recordings of any type whatsoever in respect of the Confidential Information save for the purpose of the Negotiations. Any copies or reproductions made with a purpose of the Negotiations shall be subject to the terms and conditions of this NDA. The Recipient shall take such steps as

are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.

17. During the Negotiations Recipient might be given an option to conduct due diligence on GET Baltic business, proprietary platform, historical and projected financials, legal contracts with counterparties, legal contracts with market participants, TSO's, operational and quality procedures, strategy, tax compliance, and human resource. Any information received by Recipient during the due diligence process, which may also include information on trading in the exchange, storage and disclosure of which is strictly regulated by ACER, shall be considered Confidential Information. After the conclusion of the Negotiations, Recipient shall delete and (or) destroy any Confidential Information received during the due diligence process.
18. Upon the written request by the Provider, the Recipient shall either return to the Provider or destroy (at Recipient's sole discretion), all Confidential Information disclosed under this NDA as well as all summaries, analogies, compilations and the like made by the Recipient or its Representatives, relating thereto, as well as all copies and/or reproductions of any of the foregoing and at the request of the Provider deliver to the Provider a written confirmation thereof (email being sufficient). This shall, however, not apply with regard to Confidential Information that is: (i) stored on automatic electronic backup systems (if a complete deletion thereof would be unreasonable from a practical perspective and such Confidential Information is not accessible in the ordinary course of business); and (ii) required to be retained for compliance by the Recipient or its Representatives with applicable laws, rules and regulations, including existing and bona-fide corporate governance and internal record-keeping policies. The Recipient acknowledges and agrees that this NDA shall continue to apply for such retained Confidential Information for the duration of its term.

III. MISCELLANEOUS

19. If any provision of this NDA is declared void or unenforceable, such provision shall be deemed to be severed from this NDA, and this NDA will, in all other respects, remain in full force and effect.
20. All Parties shall be free at any time in its discretion to discontinue the Negotiations by giving notice thereof to the other Party forthwith without giving any reason therefore and without any liability towards the other Party as a result of such discontinuance. All notices to be given by one Party to the other shall be in the form of a written letter by mail.
21. Should either of the Parties commit a breach of any of its obligations or undertakings under this NDA, it shall indemnify the other Party for any direct costs, losses or damages, suffered by the other Party as a result of such breach.
22. The Recipient assumes liability for any breaches of confidentiality or non-use by its Representatives or third parties to whom the Recipient has disclosed Confidential Information under the terms hereof.

23. This NDA is not assignable by either Party without the prior written consent of the other Party. No modifications and amendments to this NDA shall be valid unless made in writing and signed by duly authorised representatives of the Parties.
24. The obligations contained in this NDA shall survive the discontinuance or conclusion of the Negotiations and shall continue for 5 (five) years from the date of discontinuance or conclusion of the Negotiations.
25. Any dispute, controversy or claim arising out of or relating to this NDA, its breach, termination or validity, which has not been settled by the parties within 90 (ninety) days, shall be finally settled by arbitration administered by Vilnius Court of Commercial Arbitration in accordance with its Arbitration Rules. The number of arbitrators shall be 3 (three). The venue of arbitration shall be Vilnius. The language of arbitration shall be English.
26. This NDA shall be governed by and construed in accordance with the laws of Republic of Lithuania.
27. This NDA has been executed in 3 (three) identical counterparts, 1 (one) for each Party.
28. This NDA may be signed by signing a physical copy of the NDA as well as signing a digital copy of the NDA using a qualified electronic signature. In case of signing using qualified electronic signature, the NDA shall be considered as signed from the moment an electronically-signed copy of the NDA is sent to other Parties via email.

The following annexes shall be considered an integral part of this NDA:

Annex A: "Notice Regarding Inclusion in the Insider List"

[Recipient]

UAB GET Baltic

AB Amber Grid

[NON-DISCLOSURE AGREEMENT pridedamas kaip atskiras priedas]