



No 41.26-75

# Eurointelligence Professional Order Form

## Non Commercial Licence

**Version: 2 Effective Date: 01/12/2015**

This Order Form is subject to and in accordance with the Subscription Terms and Conditions hereby enclosed between the Subscriber as identified in Part I and Eurointelligence Limited.

The signing of this Order Form and / or the use of the Service by the Subscriber shall be deemed to be unconditional acceptance by the Subscriber of the Subscription Terms and Conditions and this Order Form.

### **PART I: THE SUBSCRIBER**

Please insert the name of the legal entity who will be entering into this Contract with Eurointelligence Limited as a party to the Contract and who will be bound by the obligations set out in this Contract:

**Name of the Subscriber Organisation:** Bank of Lithuania

**Registered Address:** Gedimino pr. 6, LT-01103, Vilnius, Lithuania

**Please Confirm the Total Number of Authorised Users who will require access to the Service during the 12 month Licence period:** 1

**Contact Person:**

**Email Address:**

**Invoicing Name of the Subscriber (or different legal entity paying for the Service):**

Bank of Lithuania

**Invoicing Address of the Subscriber (or different legal entity paying for the Service):**

Gedimino pr. 6, LT-01103, Vilnius, Lithuania

**Invoicing Contact Person:**

**Invoicing Email Address:** [subscriptions@lb.lt](mailto:subscriptions@lb.lt)

**Please confirm if a Purchase Order Number will be issued:** Click here to enter text.

**Please confirm invoice payment method:**

**Bank Transfer.**

**Card Payment.** Our secure payment gateway partner SagePay accepts Visa or MasterCard.

Eurointelligence Limited

Company Registration No: 05778200. Registered Office: Oxford Centre for Innovation, New Road, Oxford, Oxfordshire, OX1 1BY, United Kingdom

Email: [subscriptions@eurointelligence.com](mailto:subscriptions@eurointelligence.com)



**Proof of VAT Status applicable to the Subscriber or different legal entity paying for the Service if based in a European Union Member State:**

It is essential that we receive confirmation of proof of the VAT status of the Subscriber (or different legal entity paying for the Service). Eurointelligence Limited must obtain, verify and keep either the valid VAT registration number or the appropriate documentation providing proof of VAT status for the Subscriber (or separate paying legal entity) before the VAT charge can be removed from the invoice.

Please tick the appropriate option:

**We, the Subscriber or legal entity paying for the Service confirm we are VAT registered and have provided our valid VAT Registration Number:**

**VAT Number:** LT886076811

Eurointelligence Limited must obtain and verify using the Europa website a valid VAT registration number as one of the conditions of zero-rating the supply. If the Subscriber or entity who will be paying for the Service is based within the EC, this is the number allocated by your Tax Authority for intra-EC trade.

**We, the Subscriber or legal entity paying for the Service confirm we are an International Organisation and have enclosed a signed, stamped original VAT and / or Excise Duty Exemption Certificate.**

Eurointelligence Limited must obtain and keep documentation uniquely identifying the supply and claiming entitlement under Article 151 of the EC Council Directive 2006/112. This must be a signed and stamped original VAT and / or Excise Duty Exemption Certificate.

**We, the Subscriber or entity paying for the Service confirm we are privileged persons in Other EC Member States and have enclosed a Certificate of Entitlement.**

Eurointelligence Limited must obtain and keep documentation uniquely identifying the supply and claiming entitlement under Article 15(10) of EC Council Directive 77/388/EEC. This must be either:

- A certificate bearing the original signature of the head or acting head of the embassy, high commission, consulate, visiting force contingent or international organisation, with evidence of the qualifying status of the signatory, or
- Any other form of certificate specified by the host government.

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## **PART II: TYPE OF LICENCE AND SUBSCRIPTION TERM**

**Licence:** Non Commercial Licence.

**Subscription Term:** 12 months.

## **PART III: SUBSCRIPTION FEES**

The Subscription Fees shall amount to a total of €500 based on a maximum number of 1 authorised User.

The Subscription Fees shall be paid to Eurointelligence Limited in accordance with the Subscription Terms and Conditions.

## **PART IV: FURTHER INFORMATION**

Please tick the box as appropriate:

We prefer that you do not contact us with details of similar services which may be of interest.

We, the Subscriber, agree with the information as set out in this Order Form and wish to subscribe to the Service of Eurointelligence Limited. I / we agree to be bound by this Order Form and the Subscription Terms and Conditions and I /we confirm that we have the authority to bind the Subscriber in this agreement.

**The Subscriber: Name and Title of Person Signing:**

**Giedrius Ruseckas, Head of Public Procurement Division**

**Date:**

**July 12, 2021**

**Signed by the Subscriber:**



## **SUBSCRIPTION TERMS AND CONDITIONS**

**Effective Date: 08/12/2015**

### **1. Introduction**

- 1.1 We are Eurointelligence Limited incorporated in England and Wales under company number 5778200. Our registered office is at One St Aldates, Oxford, OX1 1DE.
- 1.2 Please read these terms and conditions carefully. They form a contract between us and you, the legal entity contracting with us ("Subscriber"). These terms and conditions cancel and replace any previous versions.
- 1.3 If you are on a free trial, the provisions regarding termination and payment below do not apply. We are entitled to terminate any free trial at any time whether with or without notice. All free trials are subject to a non-commercial licence as set out in the Schedule.

### **2. Definitions**

- 2.1 Capitalised terms have the following meanings in these terms and conditions:
  - a) "Attribution" – prominent reference to our name "EuroIntelligence" plus our website "www.eurointelligence.com"
  - b) "Authorised User" – a User authorised by you to use our Service.
  - c) "Briefing" - our daily newsbriefing and any other briefing or similar publication.
  - d) "Commercial Purposes" – primarily intended for commercial advantage or financial return.
  - e) "Customer Data" – any data inputted by you in connection with Service such as User email addresses and other contact details.
  - f) "Consumer" - an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession.
  - g) "Content" - all information of whatever kind comprised within our Briefing.
  - h) "Department" means the department, division or other part of the Subscriber specified on the Order Form.
  - i) "Non-Commercial Purposes" – purposes which are not Commercial Purposes.
  - j) "Order Form" – the order form to which these terms and conditions are attached and/or relate.
  - k) "Personal Data" – as defined in the Data Protection Act 1998
  - l) "Replacement" – a product or service which reduces the need for third parties to pay for our Content directly or which creates revenue from the Content to the detriment of our own ability to generate revenue from that Content.
  - m) "Service" – our supply to you of the Briefing whether via email, website, mobile app or otherwise and any related software and services.
  - n) "Subscriber" – as defined above.

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- o) "UK Business Day" – any day which is not a Saturday, Sunday or public holiday in England.
- p) "User" – an individual who uses our Service.
- q) "in Writing" – in permanent written form (including email unless otherwise stated).

### **3. Licence**

- 3.1 We or our suppliers own all of the copyright and other intellectual property rights in connection with our Service and the Briefing.
- 3.2 We grant you a limited, non-exclusive, non-transferable licence to use the Briefing as set out in the Schedule below and subject to the other terms of this agreement. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by applicable law) or create extracts of, or derivative works from, the Briefing without our specific prior consent in Writing.
- 3.3 You will manage and supervise the use of the Service by Authorised Users and procure their compliance with this agreement. You are liable if they breach this agreement and otherwise for their use of the Service.
- 3.4 You will ensure that no password, username or other log-in information will be used by more than one Authorised User. You and your Authorised Users must take reasonable care to protect and keep confidential all passwords and other login information. You will notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. You are responsible for third parties who use your account (unless and to the extent that we are at fault).
- 3.5 You will promptly terminate access to the Service of any Authorised User who has left your organisation.
- 3.6 We are entitled to remove an Authorised User from the Service unilaterally if communications sent to that person bounce back on more than one occasion.
- 3.7 We are entitled at any time to audit any data (whether Personal Data or otherwise and including IP addresses) relating to use of our Service in order to assess whether there has been any breach of this section of the agreement or the Schedule ("Licence Terms").
- 3.8 If, acting reasonably, we consider that there has been any breach of the Licence Terms then, without prejudice to any other remedies, we are entitled in our

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discretion without refund to terminate and/or suspend the Service and/or disable any particular Users or login information and/or to charge you a reasonable additional licence fee.

- 3.9 You must not circumvent or otherwise interfere with any security related features of the Service or features that limit or prevent copying of Content or which restrict use of Content.

#### **4. The Service**

- 4.1 We shall use commercially reasonable endeavours to deliver the daily Briefing on each UK Business Day subject to the other terms of this agreement. We shall be treated as having delivered the Briefing once we have uploaded it to our website. We shall use commercially reasonable endeavours to deliver the Briefing via any other means through which we distribute the Briefing from time to time in our discretion. So far as email is concerned, we shall use commercially reasonable endeavours to despatch the email to the address you have specified but we cannot guarantee that it will reach you.
- 4.2 We do not guarantee that the Service will be uninterrupted or fault-free. We shall use reasonable commercial endeavours to restore the Service once we become of any fault or interruption.
- 4.3 We are entitled, without notice and without liability, to suspend the Service for repair, maintenance, improvement or other technical reason. If so, we shall use commercially reasonable endeavours to ensure that the suspension is for the shortest period possible.
- 4.4 We are entitled, without notice and without liability, to make changes to the Service provided these do not have a material adverse effect.
- 4.5 We are entitled to suspend the Service for summer / winter breaks or other holiday periods as specified on our site from time to time but not to exceed a total of 25 UK Business Days in any 12-month period.
- 4.6 We are entitled to suspend the Service in the event of exceptional circumstances such as illness preventing our experts from properly performing the Services. If so, we shall extend your subscription by the amount of time that the website version of the Service is unavailable.
- 4.7 You acknowledge that the appearance and formatting of the Briefing may vary depending on the device which you use to view the Briefing.

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- 4.8 You acknowledge that the style and tone of the Briefing may vary from time to time in our discretion.
- 4.9 You acknowledge that there is a risk that Customer Data may be irretrievably damaged or lost if there is a fault or on termination of this agreement. We are not responsible for such loss or damage. It is your responsibility to make frequent back-ups of all Customer Data that you wish to save.
- 4.10 The Briefing is intended to be both informative and entertaining but we cannot guarantee that it is accurate or up to date and we do not accept legal liability for it. Before acting on the Content, you should carry out your own independent enquiries including as to its accuracy and suitability for your purposes. The Content is not intended as professional or other advice. You rely on the Content at your own risk.
- 4.11 We reserve the right to place advertisements adjacent to or within the Content. We retain all revenue from such advertisements.

## **5. Your obligations**

- 5.1 Where you communicate with us on behalf of a company / organisation, you promise that you have authority to act on behalf of that entity.
- 5.2 You will ensure that any contact or other information which you supply to us is accurate and not misleading and you will update it so that it remains so.
- 5.3 You will promptly supply us with any information which we reasonably request in connection with the Service including, for example, your VAT number and/or proof of your VAT status.
- 5.4 You will ensure that your computers and systems comply with any minimum technical specifications which are specified by us as being necessary in order to use the relevant Service.
- 5.5 You agree that you will not:
- a) sell access to the Service;
  - b) use the Service to provide a similar service to third parties or otherwise with a view to competing with us;
  - c) sell advertising, sponsorship or promotions on or in connection with Content;
  - d) use the Service for junk mail, spam, pyramid or similar or fraudulent schemes;
  - e) do anything which may have the effect of disrupting the Service including worms, viruses, software bombs or mass mailings;

- f) do anything which may negatively affect other Users' enjoyment of the Service;
- g) gain unauthorised access to any part of the Service or equipment used to provide the Service;
- h) use any automated means to interact with our systems excluding public search engines; or
- i) attempt, encourage or assist any of the above.

## **6. Support**

- 6.1 We do not supply support except to the extent specifically stated on our site, as may be varied from time to time.

## **7. Payment**

- 7.1 You must pay our fees for the Service as specified on the Order Form or as otherwise agreed between the parties. Payment is in advance and is non-refundable unless otherwise expressly stated in this agreement.
- 7.2 Unless otherwise stated, the prices specified for our Service exclude VAT which is payable by you in addition where applicable.
- 7.3 Unless otherwise agreed, payment is due within 5 days of invoice for card payments and within 15 days of invoice for payments by any other methods.
- 7.4 You must contact us immediately with full details if you dispute any payment.
- 7.5 If any amount due to us is unpaid (including unjustifiable chargeback), without prejudice to any other remedy that may be available to us, we are entitled to charge you: (1) a reasonable additional administration fee; (2) the amount of any third party charges imposed on us; and/or (3) interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 If any amount due to us is unpaid we are entitled to terminate or suspend this agreement immediately on notice in Writing.

## **8. Term and termination / suspension**

- 8.1 This agreement starts when you sign the Order Form or otherwise agree to use our Service and, subject to the other terms of this agreement, it continues for the subscription term specified in the Order Form starting on the date that we begin providing the Service to you. You acknowledge that we are entitled not to begin providing the Service until we receive your payment.

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- 8.2 This agreement is automatically terminated on expiration of the 12-month period without renewal unless and to the extent that in our discretion we continue to provide our Service for a grace period thereafter. We are entitled to terminate this agreement at any time during such grace period.
- 8.3 If you are an EEA (European Economic Area) Consumer with a non-commercial licence, you may have the right to cancel this contract in accordance with the Schedule.
- 8.4 You may at any time terminate this agreement by notifying us in Writing. A request for termination under this clause does not give rise to any refund.
- 8.5 We are entitled at any time to terminate this agreement by notifying you in Writing. If so, we will refund pro rata any fees already paid insofar as they relate to the unused part of the current subscription period.
- 8.6 This agreement may be terminated at any time by either party by giving notice in writing if the other:
- a) is in material default of its obligations under this agreement and (where remediable) has failed to substantially remedy the default within 21 days after written notice is given to the defaulting party specifying the default; or
  - b) suffers, or threatens to suffer, any form of insolvency, receivership, administrative receivership, administration or ceases, or threatens to cease, to carry on business.
- 8.7 Upon termination of this agreement for any reason:
- a) Your right to use our Service is terminated.
  - b) Accrued rights and liabilities are unaffected.
  - c) All clauses in this agreement which are stated or intended to continue after termination will continue to apply.
  - d) You must not attempt to re-register for or continue to use our Service if we have given you notice of termination.
  - e) We are entitled to irretrievably delete Customer Data.
- 8.8 We are entitled to suspend some or all of the Service at any time on notice in Writing if in our reasonable opinion you have breached this agreement. We are entitled not to reinstate any part of the suspended Service unless you comply with such conditions and pay such charges as we may reasonably require. Our right to suspend the Service shall not amount to a waiver of any right of termination.

## **9. Warranties**

- 9.1 We warrant that the Content will not infringe any third party intellectual property rights.
- 9.2 Both parties warrant that they will comply with all applicable laws and regulations in connection with this agreement.

**10. Liability**

- 10.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our employees and agents.
- 10.2 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.
- 10.3 The following clauses apply only if you are not a Consumer:
- a) Our liability of any kind (including our own negligence) with respect to our Service for any one event or series of related events is limited to the total fees payable by you in the 12 months before the event(s) complained of.
  - b) In no event (including our own negligence) will we be liable for any:
    - i) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
    - ii) loss of goodwill or reputation;
    - iii) special, indirect or consequential losses; or
    - iv) damage to or loss of data(even if we have been advised of the possibility of such losses).
  - c) To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
  - d) This agreement constitutes the entire agreement between us with respect to its subject matter and supercedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.
- 10.4 If you are a Consumer, we shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
- a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
  - b) such loss or damage was not foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);



- c) such loss or damage is caused by you, for example by not complying with this agreement; or
- d) such loss or damage relates to a business.

## **11. Privacy**

- 11.1 You acknowledge and agree that we may process Personal Data of you and your Authorised Users in accordance with the terms of our privacy and cookies policy on our website at [www.eurointelligence.com](http://www.eurointelligence.com), which is subject to change from time to time. You will ensure that Authorised Users have been informed of and given their consent to such processing.
- 11.2 If we process any Personal Data on your behalf, we promise that:
  - a) we shall do so only in accordance with this agreement or your written instructions, and
  - b) we will at all times have appropriate technical and organizational measures in place to protect all such Personal Data against unauthorised or unlawful processing, accidental loss, destruction or damage and that, having regard to the state of technological development and the cost of implementing any measures, the measures shall ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the data to be protected.

## **12. Events outside our control**

- 12.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

## **13. General**

- 13.1 Unless otherwise expressly stated herein, all notices and other communications required or permitted under this agreement ("Notice") shall be validly given, made, or served if in Writing and delivered personally, sent by UK special delivery or international signed for post, or email (acknowledged in like manner by the intended recipient) to either party at the addresses shown on the Order Form (or such address of which the other party had Notice of an address change). Notices sent by post shall be deemed to have been given two business days (UK special delivery) or five business days (international signed for) after posting.
- 13.2 The relationship of the parties is that of independent contractors. Except as otherwise stated in this agreement, nothing in this agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute any party as the agent, employee or representative of the other(s), or empower any party to act for, bind or otherwise create or assume any obligation on behalf of the other(s), and no party shall hold itself out as having authority to do the same.

- 13.3 Neither party shall be liable for failure to perform or delay in performing any obligation (excluding payment) under this agreement if the failure or delay is caused by any circumstances beyond its reasonable control (including third party telecommunications failures).
- 13.4 This agreement and any document incorporated herein by reference constitute the entire agreement between the parties with respect to its subject matter and supercedes any previous communications or agreements between the parties. Both parties acknowledge that there have been no misrepresentations and that neither party has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.
- 13.5 No amendment to this agreement shall be effective unless in writing, expressed to be an amendment to this agreement and signed by a duly authorised representative of each of the parties.
- 13.6 The failure to exercise or delay in exercising a right or remedy under this agreement shall not constitute a waiver of the right or remedy.
- 13.7 If any part of this agreement is unlawful, void or unenforceable for any reason, such part shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement. The parties will renegotiate the offending provision in good faith to achieve the same objects.
- 13.8 We may assign all or part of our rights or duties under this agreement. As this agreement is personal to you, you may not assign any of your rights or duties under it without our prior consent in Writing.
- 13.9 Save insofar as expressly provided otherwise in this agreement, no third party may enforce any clause in this agreement under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from such Act.
- 13.10 This agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the courts of England & Wales.

Version 2

## **SCHEDULE – NON-COMMERCIAL THINK TANK LICENCE**

### **A. Licence-Related Terms**

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1. You may use the Briefing for Non-Commercial Purposes only (unless and to the extent that we specifically agree otherwise in Writing in advance) subject to the following:
  - a) Each Authorised User may view the Briefing on the screen of his/her device and print out a single copy for his/her personal use only.
  - b) The Briefing must be kept strictly confidential by each Authorised User. It must not be distributed to or shared in whole or in part with any other person including work colleagues or clients.
2. Just to be clear – you may not distribute the Briefing more widely than specified above, for example by posting on the internet.
3. You may create extracts or abstracts from the Briefing provided that these do not misrepresent the Briefing and that our Attribution is included with each extract and abstract.
4. You will ensure that the total number of Authorised Users never exceeds the number of User subscriptions you have purchased.
5. To avoid doubt, there is no refund if the number of Authorised Users falls below the permitted number of Authorised Users which you have paid for. You must pay the additional applicable fees if you wish to increase the permitted number of Authorised Users.

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