



IGNALINOS ATOMINĖ ELEKTRINĖ VI-
New Business
Elektrinės g. 4, 47
Drūkšinių k
LT
31500



16 April 2024
Customer Ref
Sales Agent
Sale ID

: 109573401
: Victor Mendez
: QUO-484953-P6X1N0

QUOTATION

Thank you for considering using Creditsafe's business intelligence services to help protect you against the threat of bad debt and to make smarter business decisions. We are pleased to confirm your quotation details below.

Contract start and end date: 36 months - 22/04/2024 to 22/04/2027

QUOTE	PRODUCT NAME	PRODUCT DESCRIPTION	QUANTITY
Year 1	Instant Online Global	Comprehensive company credit reports - Global access	200
	Lithuania (LT)	Comprehensive Company Credit Reports	1,000
	Archive	Archive	1
	INTERNATIONAL NEWS	International media feature	1
	INTERNATIONAL MONO	International Monitoring in 44 countries	1,200
Year 2	KYC Protect	Compliance screening PEP & Sanction Screen	3,000
	Instant Online Global	Comprehensive company credit reports - Global access	200
	Lithuania (LT)	Comprehensive Company Credit Reports	1,000
	Archive	Archive	1
	INTERNATIONAL NEWS	International media feature	1
Year 3	INTERNATIONAL MONO	International Monitoring in 44 countries	1,200
	KYC Protect	Compliance screening PEP & Sanction Screen	3,000
	Instant Online Global	Comprehensive company credit reports - Global access	200
	Lithuania (LT)	Comprehensive Company Credit Reports	1,000
	Archive	Archive	1
Year 3	INTERNATIONAL NEWS	International media feature	1
	INTERNATIONAL MONO	International Monitoring in 44 countries	1,200
	KYC Protect	Compliance screening PEP & Sanction Screen	3,000

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Multi-Year Details					
Year	Start Date	End Date	Sale Value	Invoice Frequency	Payment Terms
Year 1	22/04/2024	22/04/2025	£16,500.00	Annually	30dNet
Year 2	22/04/2025	22/04/2026	£16,500.00	Annually	30dNet
Year 3	22/04/2026	22/04/2027	£16,500.00	Annually	30dNet

Total Amount **£49,500.00**

Specified amounts are exclusive of VAT currently applicable

Company: IGNALINOS ATOMINÉ ELEKTRINÉ

Authorized signer name: Sabinas Cycarevas.....

Authorized signer title: Chief procurement officer

Date: april 22nd, 2024

Company: Creditsafe

Authorized signer name: **victor mendez**

Authorized signer title: **Sales Director**

DocuSigned by:

.....126416F4511E48B.....

Date: **apr 19, 2024 | 1:52 PM CEST**

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Terms and Conditions

1. Agreement

1.1. This is an Agreement between the customer identified in the Order Confirmation ("the Customer") and Creditsafe Business Solutions Limited ("Creditsafe") a company incorporated in England and Wales under registered number 3836192 at the registered address Bryn House, Caerphilly Business Park, Van Road, Caerphilly, CF38 3GG.

1.2. The Creditsafe Service ("Service") purchased by the Customer will consist of products detailed in the Order Confirmation and may include the following:

1.2.1. Creditsafe Company Reports (which provides information on and assessment of the creditworthiness of third parties via the internet) and/or

1.2.2. Provision of marketing and prospecting data via the internet and/or

1.2.3. Services provided in conjunction with third parties (including provision of Consumer Credit Reports, Trace and ID Solutions and Debt Recovery Solutions) which may be subject to additional terms.

1.3. This Agreement consists of the order confirmation issued by Creditsafe relating to the Service (the "Order Confirmation") and the Terms and Conditions and constitutes the entire agreement between the Customer and Creditsafe in relation to the Service.

1.4. By signing the Order Confirmation, or by accessing or using the Service, the Customer accepts the content of this Agreement. Unless otherwise stated in the Terms and Conditions, where the terms of the Order Confirmation conflict with the Terms and Conditions, the Terms and Conditions shall take precedence.

FOR TRIAL CUSTOMERS ONLY

1.5. Creditsafe's website at www.creditsafeuk.com (as amended from time to time) may give the Customer the opportunity to request:

1.5.1. a free credit report in relation to a nominated business;

1.5.2. a free demonstration of Creditsafe's standard website service; and/or

1.5.3. a time-limited trial to access Creditsafe's standard website service or API,

(collectively, the "Trial"). The free credit report and/or any other content and materials accessed by the Customer or provided to it pursuant to the Trial shall be referred to as the "Trial Content".

1.6. Clauses 1.5 to 1.12 shall apply to Customers who request a Trial only.

1.7. By submitting a request, the Customer warrants that it is a business customer and agrees to be bound by this Agreement. Where an individual submits a request on behalf of a Customer, he/she warrants that he/she has authority to bind the Customer to this Agreement.

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1.8. By electronically accepting these terms and conditions or by accessing or using the Trial Content, the Customer requesting the Trial accepts the content of this Agreement and is entering into a legally binding agreement with Creditsafe for the provision of a Trial.

1.9. These terms and conditions shall constitute the entire agreement between the parties in relation to the Trial and/ or Trial Content and shall apply to the exclusion of any other terms, including any terms that the Customer may seek to impose.

1.10. Clauses 1.2, 1.3, 1.4, 3, 5.7, 5.8, 7.1.1, 12 and 13 of this Agreement shall not apply to Customers who request a Trial.

1.11. Save for the clauses that do not apply to Customers requesting a Trial (which are listed in Clause 1.10), any reference to the "Service" in this Agreement shall be read as though referring to the Trial and/ or Trial Content (as applicable) for those Customers who request a Trial only.

1.12. Subject to clause 7.1, where the Customer is given access to Creditsafe's services or the Trial Content through the Trial, it shall be limited to a fixed period of three (3) months, after which the Customer's access shall terminate.

2. Agreement

2.1. This Agreement shall be in force from the date inserted on the Order Confirmation and continue for a period of 12 months unless otherwise stated in the Order Confirmation or if the Customer is a Customer requesting a Trial.

2.2. The Customer may be contacted during this Agreement period regarding new developments and products.

2.3. From time-to-time Creditsafe may, from time to time, at its absolute discretion, make and/or apply updates, alterations, modifications and adaptations to the Service or any element of the Service ("**Alterations**"). Creditsafe will take reasonable steps to inform the Customer of these Alterations with as much advance warning as possible.

2.4. Creditsafe does not warrant that the Customer's use of the Service will be uninterrupted or error-free and is not responsible for any, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Creditsafe shall have no liability (on any account whatsoever) to the Customer as a result of or related to such events.

2.5. This Agreement entitles the Customer to access and retain the Service for the purposes detailed in this Agreement and for the duration of the Agreement only. The rights to access and use the Service shall be subject to a Continuous Service arrangement and shall be renewed on the same terms for further periods of 12 months.

2.6. Should the Customer not wish your Agreement with Creditsafe to be subject to Continuous Service you must provide Creditsafe with written notice of this, at least 30 days before the date on which the agreement is due to end.

3. Charges and Payment

3.1. In consideration of Creditsafe providing the Service, the Customer agrees to pay the sum specified in the Order Confirmation and or the invoice issued therewith ("the Invoice") on the times and dates specified

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therein. For the avoidance of doubt, all payments must be made within 30 days of the invoice date unless otherwise stated in the Order Confirmation or where the parties have agreed that payment shall be made by direct debit.

3.2. Subject to clause 3.7, if the Customer fails to pay the amount specified on the Order Confirmation and or invoice on the times and dates agreed the full amount specified in the invoice per year will become due with immediate effect.

3.3. In the event that the Service is suspended in accordance with clause 7, then Creditsafe shall be under no obligation to:

3.3.1. Re-instate the Service and/or:

3.3.2. Recompense the Customer in respect of any period of suspension from the time of payment default to receipt of payment.

3.4. If the Customer fails to pay Creditsafe any sum due pursuant to the Agreement, the Customer shall be liable to pay interest to Creditsafe on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis until payment is made, whether before or after any judgment.

3.5. Creditsafe reserves the right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

3.6. The Customer agrees to fully indemnify Creditsafe against all third-party costs incurred in the pursuit of payment.

3.7. Without prejudice to the generality of the foregoing provisions of this clause 3, where the Customer and Creditsafe agree that the Customer shall pay the amount specified in the Order Confirmation by direct debit then:

3.7.1. Creditsafe will use reasonable endeavours to contact the Customer by telephone to complete the direct debit mandate (which shall for the avoidance of doubt include the Customer providing its bank details and authorisation to any direct debit payments).

3.7.2. Where the Customer and Creditsafe are unable to complete the direct debit payment mandate within two working days of the date of the Invoice ("the Invoice Date"), then payment of the full amount of the sum specified in the Order Confirmation will become due within 21 days of the Invoice Date. In the event that the Customer fails to pay the sum due within the aforementioned 21 days, the full amount will become due with immediate effect and clauses 3.3 to 3.6 of this Agreement shall apply in full force and effect.

3.7.3. Where Creditsafe attempts to take a payment by direct debit and the payment fails for whatever reason, payment for the full amount of the sum specified in the Order Confirmation will become due immediately and clauses 3.3 to 3.6 of this Agreement shall apply. The Customer accepts that it shall be liable for any bank charges incurred by Creditsafe as a result of a failure of a direct debit attempt.

3.7.4. For the avoidance of doubt the provisions of this clause 3.7 shall only apply to Customers paying by direct debit.

3.8. The Customer acknowledges and agrees that:

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3.8.1. Creditsafe may collect payment information relating to the Customer and its payment of Creditsafe's invoices, which will be used by Creditsafe as part of its products/services; and

3.8.2. any failure by the Customer to pay Creditsafe's invoices on time may have an adverse impact on the Customer's credit rating.

3.9. Additional Services: The Customer may request, and Creditsafe may agree (at its absolute discretion) to provide (at an extra charge) additional (i) Creditsafe services; and/or (ii) reports beyond the usage limits set out in the Order Confirmation ("Additional Services"). Creditsafe shall be entitled to invoice the charges for any Additional Services at any time after placement of the Customer's order for the Additional Services, and invoices shall be payable (without deduction or set-off) within 21 days of the invoice date, unless otherwise agreed with Creditsafe.

4. Creditsafe's Proprietary Rights

In this clause 4 the term "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

4.1. Except as expressly provided herein access to the Service does not grant the Customer any database rights or rights in the copyright, trademarks or any other Intellectual Property Rights of Creditsafe or any third party.

4.2 The Service is protected by Intellectual Property Rights. All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by Creditsafe or, where relevant, its third party subcontractors or the third party providers.

4.3 The Customer is not permitted and will not allow any third party to adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any element of the Service without Creditsafe's written permission. Creditsafe may take steps to assist identification of its Service.

4.4 Data protection

4.4.1 For the purpose of this Agreement:

(a) "**Data Protection Legislation**" means all data protection and privacy legislation and regulatory requirements in force from time to time which apply to a party including (to the extent applicable) (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR"); (ii) the Data Protection Act 2018; (iii) the General Data Protection Regulation ((EU) 2016/679) ("EU GDPR"); and (iv) any successor legislation to any of the foregoing, together with and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time;

(b) "**data controller**", "**personal data**", and "**processing**" have the definitions contained in the Data Protection Legislation;

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(c) "**SCC**" means, to the extent applicable:

- a. the European Commission's Standard Contractual Clauses for data transfers between EU and non-EU countries, as set out in the Annex to Commission Implementing Decision (EU) 2021/914 (as may be updated by Creditsafe from time to time), or such alternative clauses as may be approved by the European Commission from time to time ("**EU SCC**"); and/or
- b. the ICO's International Data Transfer Agreement for the transfer of personal data from the UK to an entity located in a Third Country (as defined in clause 4.4.9) (as may be updated by Creditsafe from time to time), or such other alternative agreement as may be approved by the UK from time to time ("**IDTA**"); or the ICO's International Data Transfer Addendum to the EU SCC (as may be updated by Creditsafe from time to time), or such other alternative clauses as may be approved by the UK from time to time ("**UK Addendum**").

4.4.2 This clause sets out the framework for the sharing of personal data between the parties as independent data controllers.

4.4.3 The Customer is responsible for establishing the lawful basis for processing personal data obtained pursuant to use of the Services and maintaining compliance with the Data Protection Legislation in connection with such data. The Customer shall ensure that all applicable data subject rights are available to applicable individuals.

4.4.4 The Customer acknowledges that accessing personal data through the use of the Services is only permitted where the Customer has a lawful basis for doing so and the Customer warrants that it shall only request personal data where the Customer has a lawful basis for doing so.

4.4.5 The Customer agrees that it shall only access and use the Services for the purpose of credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement, debtor trace and other lawful business due diligence purposes.

4.4.6 The Customer acknowledges that it is its duty to record and demonstrate the existence of its lawful basis for processing.

4.4.7 Where the Customer uses the monitoring service, Creditsafe will inform the Customer by email whenever there is a relevant change in the data monitored. The Customer shall stop the monitoring service for monitored data when the Customer ceases to have a lawful basis for processing that data. If the Customer takes the compliance monitoring service it shall be required to enter into separate data protection terms covering that service which for the avoidance of doubt are applicable only to that service.

4.4.8 Where the Customer provides Creditsafe with data or information which includes personal data to enable Creditsafe to provide the Service, the Customer warrants that it has a lawful basis for doing so and that it has complied with the transparency requirements set out in Articles 13 and 14 of the UK GDPR and EU GDPR as applicable.

4.4.9 Subject always to clause 5.2, in the event that any of the personal data made available by Creditsafe as part of the Service is transferred to a Customer (or any group company or affiliate of a Customer ("**Group Company**") if and solely to the extent expressly allowed by the terms of this Agreement) based outside the UK and/or the European Economic Area ("**EEA**") in a country or territory that has not been granted adequacy status pursuant to the UK GDPR and/or EU GDPR (as appropriate) (a "**Third Country**") pursuant to this Agreement, the SCC shall apply to such transfers, as applicable. For the purpose of the EU SCC, the data exporter shall be i) Safe Information Group NV; and ii) Creditsafe, and the data importer shall be i) Creditsafe; and ii) the Customer (or its Group Company) located in the Third Country. For the purpose of the UK Addendum and the IDTA, the data exporter shall

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be Creditsafe and the data importer shall be the Customer (or its Group Company) located in the Third Country. For the avoidance of doubt, any SCC that apply pursuant to this clause 4.4.9 shall automatically cease to apply in the event that the Third Country in which the Customer (or its Group Company) is based is granted adequacy status pursuant to the UK GDPR and/or EU GDPR (as appropriate). The Customer shall also at all times comply with any applicable local laws in the relevant jurisdiction.

Prior to the transfer of any personal data by Creditsafe to a Group Company based outside the UK and/or the EEA in a country or territory that has not been granted adequacy status pursuant to the UK GDPR and/or EU GDPR (as appropriate) (if and solely to the extent that such a transfer is expressly permitted by Creditsafe in accordance with clause 5.2), the Customer acknowledges and agrees that such Group Company shall be required to enter into SCC directly with Creditsafe before accessing and/or using the Service (and the data included therein). As such, the Customer shall not provide any Group Company based in a Third Country with data obtained from the Service or otherwise allow the Group Company to access the Service (or the data included therein) in any way or by any means prior to such Group Company properly entering into the SCC directly with Creditsafe in the form described above (and prior to a copy of such signed SCC having been provided to Creditsafe). Further, the Customer warrants that it shall procure the compliance of any such Group Company with the terms and conditions set out in this Agreement.

4.4.10 In the case of a conflict or ambiguity between any of the provisions of this Agreement and the SCC, the provisions of the SCC will prevail.

4.4.11 The parties agree that if:

(a) the Data Protection Legislation changes in such a way that Creditsafe considers that any provisions of this Clause 4.4 (including the SCC) are no longer adequate for the purposes of governing lawful data sharing exercises (including, for the avoidance of doubt, any subsequent changes made to the Data Protection Legislation and/or the SCC as a result of any change in the United Kingdom's adequacy status pursuant to the EU GDPR); and/or

(b) the SCC are amended, replaced and/or superseded by any new standard contractual clauses approved by a competent authority,

then Creditsafe may adapt, update or replace the terms of this Clause 4.4 as it considers reasonably necessary in light of such changes.

5. Customer Obligations and Conduct

5.1 The Customer shall:

5.1.1. provide Creditsafe with any information or assistance which the parties have agreed the Customer shall provide in order for Creditsafe to perform its obligations under this Agreement, and shall use all reasonable endeavors to ensure that any such information provided to Creditsafe is complete, accurate and in the agreed format

5.1.2. not to do anything to harm Creditsafe's reputation

5.1.3. abide by all laws & regulations applicable to its use of the Service and the data contained therein, including full compliance with all aspects of Data Protection Legislation

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5.1.4. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means. You will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services. You will not access all or any part of the Services in order to build a product or service which competes with the Services nor will you use the Services to provide services to third parties. Use of any automated system or software to extract data from the Site, the Application or the Services ("screen scraping") is expressly prohibited.

5.2. The Service made available to the Customer is a non transferable license and is provided solely for the Customer's own internal use unless otherwise agreed by the parties in writing (including, without limitation, in respect of any use of the Service by a group company or affiliate of the Customer). The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of any third party, any of the Service. The Customer may not include the Service in any product or service which the Customer sells.

5.3. During this Agreement the Customer agrees not to attempt to gain unauthorised access to the Service or modify the same.

5.4. The Customer shall only take such copies of the Service as are reasonably required for the use of the Service in accordance with this Agreement.

5.5. The Customer agrees to be responsible for maintaining the confidentiality of its password and account details.

5.6. Unless otherwise detailed within your Order Confirmation, the use of the Service provided under the terms of this agreement is limited to one designated user any may not be used by any other person other than the designated user. The use of the Service by more than one individual, either simultaneously or otherwise will require the provision of additional licenses.

5.7. If the Customer receives consumer reporting services (**Consumer Service**), the Customer undertakes and warrants that it shall only use the Consumer Service to conduct searches for which it has obtained prior consent from the relevant individual and it shall not use the Consumer Service for any tracing, debt collection or private investigation activities. The Consumer Service is also subject to Supplementary Terms and the Customer agrees to comply with such terms.

5.8. If the Customer receives prospecting or marketing information (**Prospecting Data**), the Customer is licensed to utilise the Prospecting Data for internal marketing purposes only. The Customer is responsible for determining on which lawful basis it shall utilise the Prospecting Data pursuant to the Data Protection Legislation and for compliance with all legal and regulatory requirements in relation to such Prospecting Data, including the Telephone Preference Service, Commercial Telephone Preference Service, and DMA guidelines.

6. Warranties and Limitation of Liability

6.1. The Creditsafe Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for Creditsafe to guarantee. Whilst Creditsafe aims always to maintain a quality, fully operative service, the Service and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.

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6.2. Specifically Creditsafe gives the Customer no warranty or assurance about the contents of the Service. Whilst Creditsafe does endeavour to maintain the accuracy and the quality of the Service, information contained may be incorrect or out of date. Therefore any use of the Service is at the Customer's own risk.

6.3. Subject to clause 6.5 Creditsafe shall not be liable for any indirect or consequential loss. Creditsafe shall not be liable for the following types of financial loss (whether direct or indirect); loss of profits, loss of earnings, loss of business or goodwill in addition to the following types of anticipated or incidental losses; loss of anticipated savings, increase in bad debt and failure to reduce bad debt.

6.4. Where any matter gives rise to a valid claim against Creditsafe its liability shall be limited to a sum equal to the sum paid for the Service supplied under this Agreement in the year the claim arises.

6.5. Nothing in this clause 6 or any other provision of this Agreement shall seek to exclude or limit liability for death or personal injury caused by negligence, or for breach of its obligation under s12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, fraud or fraudulent misrepresentation or any other liability that cannot be lawfully excluded or limited.

6.6. Each party to this Agreement warrants that it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement.

7. Termination

7.1. Creditsafe shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Customer if:

7.1.1. the Customer fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

7.1.2. the Customer commits a material breach of its other obligations under this Agreement and (if remediable) fails to remedy that breach within 14 days of receipt of notice requiring it to do so;

7.1.3. the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction (to the extent such action is permitted by applicable laws).

7.2. Notwithstanding its right to terminate the Agreement, where Creditsafe reasonably believes the Customer has breached any provision of this Agreement Creditsafe may, with immediate effect and without notice, suspend access to the Service.

7.3. Upon termination or expiration of this Agreement:

7.3.1. all rights and licences granted under this Agreement, including the right to access and use the Service, shall immediately terminate;

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7.3.2. the Customer must delete all and any part of the Service (including any data or reports obtained via the Service) held by the Customer in any format and the Customer may not make any further use of the Service (or the data obtained from use of the Service);

7.3.3. the Customer shall immediately pay to Creditsafe all of Creditsafe's outstanding and unpaid invoices;

7.3.4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

7.3.5. clauses 3, 4, 5, 6, 7, 8, and 11 shall continue with full force and effect.

8. Indemnity

8.1. The Customer agrees to indemnify, defend and hold Creditsafe, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party or incurred or suffered by Creditsafe or its parents, subsidiaries, affiliates, officers or employees in connection with the Customer's breach of this Agreement.

9. Assignment

9.1. Creditsafe may assign the benefit and novate the burden of this Agreement.

10. Force Majeure

10.1. Creditsafe will not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of Creditsafe, including without limitation Internet outages, communications outages, fire, flood war or act of God.

11. Confidentiality

In this clause 11 the term "**Confidential Information**" means information, in any form, of a confidential or proprietary nature disclosed by one party to the other which is marked as confidential; or is identified as confidential at the time of disclosure; or would be regarded by a reasonable business person as being confidential, including but not limited to information regarding the disclosing party's business, customers, employees, suppliers, software, products, know-how, processes and business intentions;

11.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 11.2.

11.2. Each party may disclose the other party's confidential information:

11.2.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11;

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11.2.2. And as may be required by law, court order or any governmental or regulatory authority.

11.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

12. Ledger 3D

12.1. In the event that the Company receives the Service via Creditsafe's interactive risk management tool, "3D Ledger", the Customer shall provide Creditsafe with information relating to its debtors ledger ("the "Payment Data").

12.2. The Company hereby grants Creditsafe a non-exclusive, non-transferable, irrevocable, perpetual licence to include the Payment Data in products and services that Creditsafe will make available to its customers.

13. International Credit Reports

13.1. Company Credit Reports providing details of companies based outside the United Kingdom are provided on a subject to availability basis, and the countries from which reports are available may vary throughout the course of the term of this Agreement.

13.2. Company Credit Reports providing details of companies outside the United Kingdom are provided within the specific timeframes detailed at the Creditsafe website.

14. Miscellaneous

14.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain enforceable.

14.2. Except for any rights of data subjects as set out in the SCC (to the extent applicable), the parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement

14.3. The terms of this Agreement and the provision of the Service and the relationship between the Customer and Creditsafe shall be governed by the laws of England and Wales. The Customer agrees irrevocably to submit to the exclusive jurisdiction of the courts of England and Wales.

14.4. The failure of Creditsafe to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. The Service is subject to availability.

14.5. Should any third party data become unavailable to Creditsafe, Creditsafe shall be entitled to obtain a similar service from another third party supplier.

14.6. Creditsafe may unilaterally vary any term of this Agreement in order to comply with any legislation applicable to the provision of the Services.

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15. Media Solutions

15.1 Creditsafe is not responsible for the quality or availability of the content produced by the media sources. Should any of the Media Solutions service and content be deemed to be infringing any law or right of a third party, Creditsafe has the right to remove the infringing material without obtaining the Customer's consent. Creditsafe will be entitled to take all such steps that it considers to be necessary for the purpose of bringing an end to such infringement. Creditsafe is not liable for Customer's negligence or misuse of the Media Solutions service or content from third parties. Where access to websites require payments the customer will be responsible for paying the same.

16. Additional Terms applicable to the Commercial Credit Service Only

16.1. For the purpose of this clause:

"The Regulations" means the Small and Medium Sized Businesses (Credit Information) Regulations 2015;

"Credit Information" means information provided by a Finance Provider to a Designated Credit Reference Agency;

"Designated Bank" shall have the meaning given to that term under The Regulations;

"Designated Credit Reference Agency" shall have the meaning given to that term under The Regulations;

"Finance Provider" shall be interpreted in accordance with regulation 6 of The Regulations and includes a Designated Bank;

"Permitted Purpose" means to assist in the assessment of whether to offer a business any kind of finance, lending or credit, and the ongoing management of such finance, lending or credit, having particular regard to:

- (i) identity verification, the prevention of money laundering and detecting fraud;
- (ii) the commercial risks of offering finance, lending or credit, including the business's ability to repay debts;
- (iii) tracing businesses that owe debts and collecting debts; or
- (iv) the need for the Customer to comply with their legal obligations relating generally to the provision of finance, lending and credit;

"Trade Credit" means the provision of credit only by providing goods or services before payment of part or all of the amount to be paid for such goods or services;

"Trade Credit Provider" means a business that provides Trade Credit.

16.2 Creditsafe makes no warranty as to coverage in terms of (i) the Finance Providers who have contributed data to it outside of the Designated Banks; or (ii) the businesses that it hold account information for.

16.3 The Customer warrants and undertakes that:

16.3.1 it shall only use the Commercial Credit Service for the Permitted



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Purpose;

16.3.2 the business to which the Credit Information relates has agreed to

(i) its Credit Information being provided to the Customer; or (ii) to its Credit Information being used to provide the Score to the Customer, as the case may be.

16.3.3 it shall only access the Commercial Credit Service if it is a

Finance Provider or Trade Credit Provider and further:

16.3.3.1 If the Customer is a Finance Provider:

16.3.3.1.1 it shall be entitled to access Credit Information Services that contain, display or provide Credit Information; and

16.3.3.1.2 it shall not use the Credit Information Services if it ceases to be a Finance Provider; and

16.3.3.1.3 if it is not a Designated Bank, it has entered into a data sharing agreement with Creditsafe.

16.3.3.2 If the Customer is a Trade Credit Provider:

16.3.3.2.1 it shall be entitled to access Scores only which will not make available any Credit Information, whether in raw or aggregated form, to the Customer; and

16.3.3.2.2 The Customer shall not use Credit Information Services to access Scores if it ceases to be a Trade Credit Provider.

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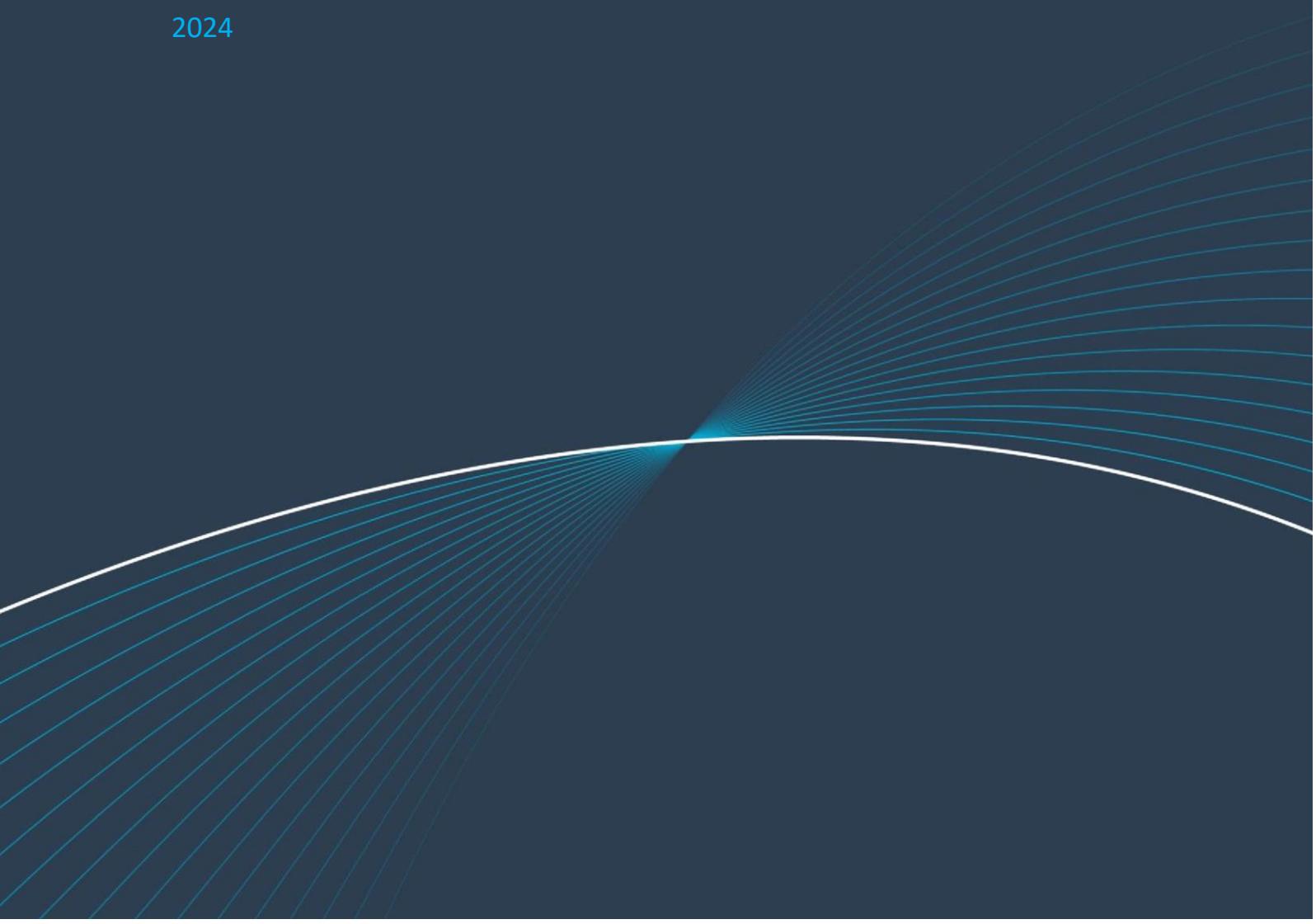
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Service Level Agreement (SLA) for Creditsafe Connect

2024





Service Availability

Creditsafe's Connect API has a target Availability of 99.5% (excluding periods of maintenance). The Service will be provided 24 hours per day, 7 days per week.

Creditsafe Connect is considered Available when Creditsafe's 3rd party monitoring solution verifies that a customer can authenticate, search for and retrieve a report from 90% or more of the Home Countries that Creditsafe offers. This monitoring is conducted by a 3rd party monitoring system from a location off Creditsafe's network and at internet sites around the world. The monitoring transactions are configured to test the service 24 hours a day, 7 days per week.

Creditsafe operates a continuous integration and delivery pipeline methodology and releases to enhance this service are performed regularly. During releases the response times provided by the API may degrade for a short time.

An on-call team monitor this service and respond to alerts outside UK business hours for the platform where the Creditsafe Connect Service resides. Software monitors these systems 24/7 and will alert these teams when an error is detected. On-call teams will respond within 60 minutes. Any Data supplied by or in the control of third-party providers shall not be subject to the Availability detailed above.

Scheduled Maintenance

Creditsafe will carry out planned maintenance on two weekends each month between the hours of 22.00 – 01.00 UK time. The schedule for 2024 is:

- 13th January 2024
- 20th January 2024
- 10th February 2024
- 17th February 2024
- 9th March 2024
- 16th March 2024
- 13th April 2024
- 20th April 2024
- 11th May 2024
- 18th May 2024
- 15th June 2024
- 22nd June 2024
- 13th July 2024
- 20th July 2024
- 10th August 2024
- 17th August 2024
- 14th September 2024
- 21st September 2024
- 12th October 2024
- 19th October 2024
- 9th November 2024
- 16th November 2024
- 14th December 2024

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It is possible that additional maintenance windows may be needed or that the length of the above windows may need to be extended. Should that be necessary Creditsafe will provide notice at least 1 calendar month in advance.

Creditsafe reserves the right to reschedule or cancel Planned Maintenance windows and in extreme cases carry out Emergency Maintenance. Emergency Maintenance may need to be carried out from time to time to ensure the ongoing stability of the service and this will be communicated as soon as is reasonably possible. Where possible, notice will be given one week in advance. In extreme circumstances Creditsafe reserves the right to take a system offline if it is deemed necessary.

Notification of planned maintenance will be provided on [Creditsafe's status page](#).

Incident Management

These SLAs are applicable and supported during UK working hours only (8:30am – 5:00pm Monday to Friday, excluding Bank Holidays). All customer updates during an incident will be provided by the relevant country's Customer Services Team.

Incident Priority	Status	Impact	Response Time
Priority 1	Mission critical	Major disruption, service unavailable. <i>Examples:</i> <ol style="list-style-type: none"> All users affected products not available or multiple branches affected; Multiple CREDITSAFE CONNECT Versions offline or running slow to the point of not being fit for purpose. 	2 working hours
Priority 2	Extremely urgent	Major disruption, service unavailable for a specific version. <i>Example:</i> <ol style="list-style-type: none"> Single Version offline or running slow to the point of not being fit for purpose. 	4 working hours

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Priority 3	Urgent	Major inconvenience, some users affected. Could become Severity 2 if unresolved. <i>Examples:</i> <ol style="list-style-type: none"> 1. All or some users experiencing slow responses or errors; 2. User's account is not responding for technical not administrative reasons. 3. Regular slowness or unresponsiveness of multiple countries' services. 	8 working hours
Priority 4	Medium priority	Minor problem, no impact on service. <i>Examples:</i> <ol style="list-style-type: none"> 1. A single user affected, business functionality still maintained; 1. Single country's service is not responding/slow 	3 working days
Priority 5	Low Priority	Minor impact, information only. <i>Examples:</i> <ol style="list-style-type: none"> 1. Queries or questions relating to the Reseller facility; 2. Single or Single Group of data items queried for clarity from single country's report. 	5 working day
RFC	Request for Change	Requests for change to the existing services, an addition to the existing service.	NA

Product Changes

Creditsafe will provide at least 30 days' notice of changes.

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CREDITSAFE BUSINESS SOLUTIONS
T/A CREDITSAFE INTERNATIONAL
CASPIAN POINT ONE
PIERHEAD STREET
CARDIFF BAY
CF1 0 4 D Q

02920 886 500

creditcontrol.CI@creditsafe.com

www.creditsafe.com

creditsafe

Full Company Name	Creditsafe Business Solutions Limited T/A Creditsafe International
Full Address	Caspian Point One, Pierhead Street, Cardiff Bay, CF10 4DQ
Telephone Number	02920 886 500
Fax Number	02920 856 545
E-mail address for PO's and Remittances	creditcontrol.CI@creditsafe.com
Company Registration Number	03836192
VAT Registration Number	GB751845222
Unique Tax Reference (UTR)	
Bank Name	Barclays Bank PLC
Bank Address	Cardiff
Sort Code	
Bank Account Number	
IBAN	
Currency	GBP

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	VĮ Ignalinos atominė elektrinė (102 / 103) 255450080, Elektrinės g.4, K 47, Drūkšinių k., 31152 Visagino sav., Lietuvos Respublika Creditsafe Business Solutions Limited 5555421, Caspian Point One, Pierhead Street, Cardiff Bay, CF10 4DQ
Dokumento pavadinimas (antraštė)	VIEŠOJO PIRKIMO-PARDAVIMO SUTARTIS
Dokumento registracijos data ir numeris	2024-04-22 Nr. PSt-118(13.67E)
Dokumento gavimo data ir dokumento gavimo registracijos numeris	–
Dokumento specifikacijos identifikavimo žymuo	ADOC-V1.0
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	Sabinas Cycarevas, PSS vadovas, Pirkimų ir sutarčių skyrius (446 / 945 / 944)
Sertifikatas išduotas	SABINAS CYCAREVAS LT
Parašo sukūrimo data ir laikas	2024-04-22 14:19:41 (GMT+03:00)
Parašo formatas	XAdES-T
Laiko žymoje nurodytas laikas	2024-04-22 14:20:00 (GMT+03:00)
Informacija apie sertifikavimo paslaugų teikėją	EID-SK 2016, AS Sertifitseerimiskeskus EE
Sertifikato galiojimo laikas	2019-11-14 14:33:39 – 2024-11-12 23:59:59
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	"Registravimas" paskirties metaduomenų vientisumas užtikrintas naudojant "RCSC IssuingCA, VI Registru centras - i.k. 124110246 LT" išduotą sertifikatą "Dokumentų valdymo sistema Avilys, Ignalinos atominė elektrinė, VĮ, į.k. 255450080 LT", sertifikatas galioja nuo 2021-12-20 12:34:49 iki 2024-12-19 12:34:49
Pagrindinio dokumento priedų skaičius	2
Pagrindinio dokumento priedamų dokumentų skaičius	–
Priedamo dokumento sudarytojas (-ai)	–
Priedamo dokumento pavadinimas (antraštė)	–
Priedamo dokumento registracijos data ir numeris	–
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	Dokumentų valdymo sistema Avilys, versija 3.5.63
Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)	Atitinka specifikacijos keliamus reikalavimus. Visi dokumente esantys elektroniniai parašai galioja (2024-04-22 14:51:45)
Paieškos nuoroda	–
Papildomi metaduomenys	Nuorašą suformavo 2024-04-22 14:51:46 Dokumentų valdymo sistema Avilys