



Eurointelligence Non-Commercial Subscription Agreement

Part I: Order Form

Registration No (If applicable)	2024/41-151
Subscriber:	Bank of Lithuania
Subscriber's Address:	Gedimino pr. 6, LT-01103, Vilnius, Lithuania
Subscriber Contact:	Name: S Title: Mr. Email: ____@lb.lt Postal Address: Gedimino pr. 6, LT-01103, Vilnius, Lithuania
Payer (for invoicing if different to Subscriber):	Bank of Lithuania
Payer's Address (for invoicing if different to Subscriber):	Gedimino pr. 6, LT-01103, Vilnius, Lithuania
Subscriber's / Payer's VAT Number:	LT886076811
VAT Status:	<input checked="" type="checkbox"/> The Subscriber or Payer for the Service is VAT registered and a valid VAT number is provided. <input type="checkbox"/> The Subscriber or Payer for the Services is an International Organisation and attaches a signed, stamped original VAT and/or Excise Duty Exemption Certificate. <input type="checkbox"/> Neither of the above apply.
Payer Contact (for invoicing if different to Subscriber):	Name: Title: Ms. Email: subscriptions@lb.lt



	Postal Address: Gedimino pr. 6, LT-01103, Vilnius, Lithuania
Purchase Order (if required):	PURCHASE ORDER NUMBER
Subscription Start Date:	21 st August 2024
Subscription Term	[12 months]
Services:	To provide each Authorised User with: <ul style="list-style-type: none"> • a copy of Eurointelligence's daily newsbriefing by email; • online access to the daily newsbriefing; and • online access to past daily newsbriefings
Authorised User(s):	Simonas _____, email: _____@lb.lt Or if more than two users, names and email addresses are sent via email corresponding with: NUMBER OF USERS: 1
Department (if applicable):	Click or tap here to enter text.
Subscription Fee:	[€500+VAT]
Payment Method:	<input checked="" type="checkbox"/> Bank Transfer <input type="checkbox"/> Card Payment - our secure payment gateway partner Stripe accepts Visa or MasterCard.

This Agreement will be formed when a completed and signed copy is returned by email to subscriptions@eurointelligence.com.

By entering into this Agreement, you confirm that you are not a consumer (which is an individual acting for purposes wholly or mainly outside of their trade, business, craft or profession). If you are a consumer, please contact us for information on our consumer terms.

Please tick the box as appropriate:

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



By signing below you confirm that you have the authority to enter into this Agreement on behalf of the Subscriber (and Payer, if applicable) and agree for the Subscriber to be bound by its terms.

Signature Click or tap here to enter text.....

Name ..Giedrius Ruseckas.....

Title ..Head of Public Procurement Division.....

Date ** 8 July, 2024.....

Part II: Terms

1. Introduction

- 1.1 We are Eurointelligence Limited, a company incorporated in England and Wales under company number 5778200, trading as “Eurointelligence”. Our registered office is at Oxford Centre for Innovation, New Road, Oxford, Oxfordshire, OX1 1BY, United Kingdom. Our VAT number is GB925339710.
- 1.2 Please read these Terms carefully. In conjunction with the Order Form, they form a contract between us and you (the Subscriber identified in the Order Form). The contract is formed as set out on the Order Form. If there is any conflict or ambiguity, the terms in the Order Form prevail over the Terms.
- 1.3 If you are on a limited term free trial, the provisions regarding termination and payment in the Terms below do not apply but the remaining provisions have full force and effect and we are entitled to terminate the trial at any time with or without notice.

2. Definitions

- 2.1 Capitalised terms have the following meanings in these Terms in addition to those set out in the Order Form:

"Agreement" – our agreement with you, comprising the Order Form and these Terms.

"Authorised User" – the individual(s) set out in the Order Form.

"Briefings" – our daily news briefing and any other of our briefings or similar publications provided to you under this Agreement as part of the Services.

"Business Day" – any day which is not a Saturday, Sunday or public holiday in England.

"Data Protection Legislation" – to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data and, to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which we are subject, which relates to the protection of Personal Data.

"Department" – the department(s) set out in the Order Form.

"EU GDPR" – the General Data Protection Regulation ((EU) 2016/679).

"Order Form" – the order form to which these Terms are attached and/or relate.

"Personal Data" – as defined in the Data Protection Legislation.



"Services" – the services we are to provide to you under this Agreement, as set out in the Order Form.

"Subscriber Data" – any information and/or data provided by you to us in connection with Services including Personal Data such as email addresses and other contact details.

"Subscription Term" – the period for which we will provide the Services to you as set out on the Order Form unless terminated earlier in accordance with these Terms.

"Terms" – these terms and conditions.

"UK GDPR" – has the meaning given to it in the Data Protection Act 2018.

"in Writing" – in permanent written form (including email).

2.2 In these Terms, a reference to the singular will include the plural and vice versa and a reference to "including" or "includes" means including but not limited to.

3. The Services

3.1 Each Business Day, we will use commercially reasonable endeavours to issue a copy of the daily Briefing by email to each Authorised User's email address and publish a copy of the daily Briefing on our website accessible to Authorised Users by logging in to our registered subscribers only area.

3.2 All Authorised Users must be your employees or officers and, if set out in the Order Form, work only in the Department. You must notify us if any Authorised Users leave your employment or engagement, or, if applicable, the relevant Department.

3.3 All email addresses provided to us for Authorised Users must be a valid business' email address of the Subscriber.

3.4 You may change an Authorised User to another of your employees or officers by giving us notice in Writing. You may not change each Authorised User more than once in any 28-day period except where an Authorised User leaves your employment or engagement or, if applicable, the relevant Department.

3.5 We do not guarantee that any Briefing will reach the Authorised User's email account. Please ensure that our email address(es) and domains used to send the Briefings are added to your permitted senders list.

3.6 We are entitled, with or without notice and without liability, to suspend all or part of the Services for repair, maintenance, improvement or other technical reason. If so, we will use commercially reasonable endeavours to ensure that the suspension is no longer than required.

Eurointelligence Limited

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

Email: subscriptions@eurointelligence.com



- 3.7 We are entitled, with or without notice and without liability, to make changes to the Services that do not adversely and materially affect the Services.
- 3.8 We are entitled to suspend the Services for holiday periods as specified in a Briefing or on our website from time to time but not to exceed a total of 25 Business Days in any 12-month period.
- 3.9 We do not guarantee that the Services will be uninterrupted or fault-free. We are entitled to suspend or not provide all or part of the Services in the event of circumstances outside of our reasonable control, including illness preventing our experts from properly performing the Services and third party telecommunications failures or interference. We will notify you of the anticipated period of any suspension or non-provision. To the extent within our control, we will use reasonable commercial endeavours to restore the Services once we become of any fault or interruption. In the event the Services are suspended or not provided for more than 7 days, your sole remedy is for an extension of your Subscription Term by the same amount of time that both (1) the website version of the Briefings is unavailable; and (2) a copy of our daily newsbriefing is not sent by email to the Authorised Users.
- 3.10 You acknowledge that the appearance and formatting of the Briefings may vary depending on the device which you use to view them.
- 3.11 You acknowledge that the style and tone of the Briefings may, at our discretion, vary from time to time.
- 3.12 The Briefings are intended to be informative and entertaining but we cannot guarantee that the information and opinions within them are accurate or up to date or address all matters that may be relevant to the topic of any Briefing. We are not liable for your, or any other parties', reliance on the Briefings. You acknowledge and accept that, before taking any action or inaction based on the Briefings, you are responsible for carrying out your own independent enquiries and consideration of the topic of the Briefings, including their accuracy and suitability for your purposes as well as considering any other risks or issues relevant to your business. The Briefings are not intended as professional, financial or other advice. You rely and act on the Briefings at your own risk.
- 3.13 We do not provide support in relation to the Services, except to the extent stated on our website from time to time.

4. Your obligations

- 4.1 You will ensure that any Subscriber Data is accurate and not misleading and that you will update it so that it remains so.
- 4.2 You will promptly supply us with any information that we reasonably request in connection with the Services including your VAT number and/or proof of your VAT status.

- 4.3 You will ensure that your computers and systems comply with any minimum technical specifications which are specified by us from time to time as being necessary in order to use the relevant Services and/or receive the Briefings.
- 4.4 You agree that you will not:
- a) sell or otherwise permit access to the Services (in whole or part) other than as set out in these Terms;
 - b) use the Services (in whole or part) to provide similar services to third parties or otherwise with a view to competing with us;
 - c) sell or offer advertising or sponsorship or promotions on or in connection with the Services;
 - d) use the Services for junk mail, spam, pyramid or similar or fraudulent schemes;
 - e) do anything which may have the effect of disrupting the Services or the provision or receipt of any of our services to our customers, including the use of worms, viruses, software bombs, mass mailings, DDoS attacks or similar;
 - f) do anything which may negatively affect our customers' enjoyment of the Services or our reputation;
 - g) gain unauthorised access to any part of the Services or equipment used to provide the Services or any secure parts of our website;
 - h) use any automated means to interact with our systems, excluding the use of public search engines;
 - i) subject to clause 5.10, conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our website or any of the Services provided via, or in relation to, our website including any robot, bot, spider, scraper or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information or Services accessed via the same, or any automated analytical technique aimed at analysing text and data in digital form to generate information which includes patterns, trends and correlations; nor
 - j) attempt, encourage, facilitate, authorise or assist any of the above.
- 4.5 You will manage and supervise the use of the Services by Authorised Users and procure their compliance with the terms of this Agreement. You will be liable for any breach of the terms of this Agreement by an Authorised User as if the breach were your own.

- 4.6 You will ensure that no password, username or other log-in information will be used by anyone other than the appointed Authorised User. You and your Authorised Users will take reasonable care to protect and keep confidential all passwords and other login information used in the provision of the Services. 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).
- 4.7 You will promptly notify us of, and terminate access to the Services by, any Authorised User who has left your organisation or, if applicable, the relevant Department.
- 4.8 We are entitled to remove an Authorised User from the Services unilaterally if communications sent to that Authorised User's email address bounce back repeatedly.

5. Intellectual Property

- 5.1 We and our licensors retain all intellectual property rights in the Briefings and the Services.
- 5.2 You will not, and agree not to, use the Briefings and/or the Services except: (1) as expressly set out in this Agreement; or (2) with our express prior consent in Writing.
- 5.3 Subject to clause 5.4 and the terms of this Agreement, we grant the Authorised Users (so long as they remain your employee or officer), a limited, non-exclusive, royalty-free and non-transferable licence to:
- a) view the Briefings on the screen of their device;
 - b) receive and store a copy of the Briefings we email to Authorised Users as a part of the Services;
 - c) distribute copies of the Briefings in their entirety (i.e. including our name and any copyright notice) to officers and employees either:
 - i) within the Department (if set out in the Order Form); or
 - ii) your business, if no Department is set out in the Order Form,but not more widely, for example to other companies within your group or subcontractors.
 - d) create and share a short extract, or abstract, of each Briefing of no more than 150 words with your existing clients, provided that:
 - i) the whole, or a substantial part of, each Briefing is not shared;

- ii) the content of any Briefing is not misrepresented; and
- iii) the sharing includes an attribution to Eurointelligence Limited as the creator of the shared part of the Briefing and
 - i) if sharing content on a website, a link to the source webpage at www.eurointelligence.com and the publication date; or
 - ii) if sharing content by email, a link to our website, www.eurointelligence.com.

5.4 The licence granted under clause 5.3 is:

- a) perpetual, for Briefings created and published during the term of this Agreement; and
- b) for the term of this Agreement only, for Briefings created and published prior to the term of this Agreement.

5.5 Please contact us if you would like to use the Briefings or any of our content outside of the licence granted to you.

5.6 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 and/or the Services.

5.7 We are entitled to audit (either ourselves or by appointing an independent auditor) any data at any time (whether Subscriber Data or otherwise and including IP addresses) relating to your use of the Services in order to assess whether there has been any breach of these Terms.

5.8 If, acting reasonably, we consider that there has been any breach of this Agreement then, without prejudice to any other remedies, we are entitled in our discretion, without granting a refund, to:

- a) terminate and/or suspend the Services;
- b) disable any particular Authorised Users' access to the Services and/or login information;
- c) and/or (3) charge you reasonable additional subscription fees and the costs we reasonably incur in carrying out an audit.

5.9 You must not circumvent or otherwise interfere with any security-related features of the Services or features that limit or prevent copying of the Briefings (in whole or part) or which restrict use of the Briefings or Services.

5.10 We expressly reserve all rights in the Briefings and the Services, including for the purposes of Article 4(3) of the Digital Copyright Directive (EU) 2019/790 save insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

5.11 Notwithstanding the other terms in this Agreement, you will not take any action that reduces the need for third parties to pay for our Services directly or that creates revenue from our Services to the detriment of our ability to generate revenue from our services, for example by sale of the Briefings or the Services.

6. Payment

6.1 You must pay the Subscription Fee to us for, and in advance of receiving, the Services.

6.2 Payment is non-refundable unless expressly stated otherwise in this Agreement.

6.3 We will submit an invoice to you for the Subscription Fee plus VAT, if applicable, within a reasonable time after this Agreement has been entered into.

6.4 Unless otherwise agreed in Writing, payment is due within 5 Business Days of invoice for card payments and within 30 Business Days of invoice for payments by any other methods.

6.5 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, and you will pay us: (1) the outstanding unpaid amount of the Subscription Fee (2) a reasonable additional administration fee; (3) the amount of any third party charges imposed on us; and/or (4) interest (both before and after judgment) on the total 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.

6.6 If any amount due to us is unpaid we are entitled to suspend and/or terminate this Agreement immediately on giving you notice in Writing.

7. VAT

7.1 Unless stated otherwise, all amounts payable by you to us exclude amounts in respect of VAT, which you will additionally be liable to pay to us at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.2 It is essential that we receive confirmation of proof of your VAT status (or, if relevant, the Payer) before we provide the invoice and begin the Services. We must obtain, verify and keep either the valid VAT registration number or the appropriate documentation for you (or, if relevant, the Payer) before any VAT charge can be removed from the invoice.

- 7.3 We obtain and verify, using the Europa website, a valid VAT registration number as one of the conditions of zero-rating the supply of Services. If you (or, if relevant, the Payer) is based within the EU, this is the number allocated by the relevant Tax Authority for intra-EU trade. If you are seeking to remove any VAT charge from the invoice on this basis, you must provide a valid VAT number in the Order Form when returning a signed copy of this Agreement.
- 7.4 If you (or, if relevant, the Payer) is an International Organisation and is claiming VAT exemption under Article 151 of the EC Council Directive 2006/112, a signed and stamped original VAT and/or Excise Duty Exemption Certificate must be attached when returning a signed copy of this Agreement.

8. Term and Termination

- 8.1 This Agreement is formed as set out in the Order Form. The Services commence on the Subscription Start Date and, subject to the other terms of this Agreement, continue for the Subscription Term, whereupon the Agreement will automatically expire, unless we choose to continue to provide the Services for a grace period, during which we are entitled to terminate this Agreement without notice at any time.
- 8.2 You may, at any time, terminate this Agreement for convenience by giving at least 30 days' notice to us in Writing. Termination under this clause does not give rise to any refund of the Subscription Fee.
- 8.3 We are entitled at any time to terminate this Agreement for convenience by giving you at least 30 days' notice in Writing. If so, we will refund pro rata any Subscription Fee already paid insofar as it relates to the unused part of the current Subscription Term.
- 8.4 This Agreement may be terminated immediately at any time by either party by giving notice in Writing if the other:
- a) is in material breach of its obligations under this Agreement and, where remediable, has failed to substantially remedy the default within 21 days after notice in Writing 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.
- 8.5 Upon termination of this Agreement for any reason:
- a) other than is set out in clause 5, your right to use the Services and receive any further Briefings ends;
 - b) you must immediately refrain from accessing any secure areas of our website made available to our registered subscribers;

- c) all rights and liabilities accrued under this Agreement to the date of termination are unaffected;
- d) all clauses in this Agreement which are stated or intended to continue after termination will continue to apply; and
- e) we are entitled to irretrievably delete Subscriber Data.

8.6 We are entitled to suspend some or all of the Services at any time on notice in Writing if in our reasonable opinion you have breached this Agreement. We are entitled to not reinstate any part of the suspended Services unless you comply with such conditions and pay us such charges as are reasonable to remediate the breach. Our right to suspend the Services will not amount to a waiver of any right of termination.

9. Warranties

- 9.1 We warrant that to the best of our knowledge the content of the Briefings and Services, and their provision to you, does not infringe the valid intellectual property rights of any third party.
- 9.2 We warrant that we will comply with all laws in the UK applicable to the provision of the Services.
- 9.3 You warrant that you will comply with all applicable laws in connection with this Agreement and your receipt and use of the Services.
- 9.4 You warrant that the individual who signs this Agreement on your behalf, and all individuals who communicate with us on your behalf, have authority to act on your behalf.

10. Liability

- 10.1 Nothing in this Agreement in any way limits or excludes our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited by law.
- 10.2 Subject to clause 10.1, in no event (including due to our own negligence) will we be liable for:
 - a) loss of profits (whether direct or indirect);
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings or opportunity;
 - e) loss of use or corruption of software, data or information;



f) loss of or damage to goodwill; and

g) indirect or consequential loss.

10.3 Subject to clauses 10.1 and 10.2, our aggregate liability of any kind (including due to our negligence) under or in connection with this Agreement is limited to the Subscription Fee.

10.4 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.

10.5 To the extent allowed by law, you and we exclude all terms, conditions and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in this Agreement.

11. Privacy

11.1 Each of us agrees to comply with all Data Protection Legislation, and other applicable privacy laws, in connection with its processing of Personal Data in connection with this Agreement and the provision and receipt of the Services.

11.2 You acknowledge and agree that we may collect and process Personal Data included in Subscriber Data for provision of the Services, account administration, support, business development and marketing activities in accordance with the terms of our privacy and cookies policy on our website, which is subject to change from time to time, as well as for such other purposes set out in that policy or otherwise permitted under applicable laws and regulations. You will ensure that Authorised Users have been informed of such processing.

12. General

12.1 This Agreement and any document incorporated by reference constitutes the entire agreement between us with respect to its subject matter and supersedes 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.

12.2 Unless otherwise set out, all notices and other communications required or permitted under this Agreement ("**Notice**") will be validly given, made, or served if in Writing and delivered personally, sent by UK special delivery or international signed for post, or email to the other 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 will be deemed to have been given two business days (UK special delivery) or five business days (international signed for) after posting.

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Email: subscriptions@eurointelligence.com



- 12.3 The relationship of the parties is that of independent contractors. Except as otherwise stated in this Agreement, nothing in this Agreement will 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 will hold itself out as having authority to do the same.
- 12.4 No amendment to this Agreement will 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.
- 12.5 The failure to exercise or delay in exercising a right or remedy under this Agreement will not constitute a waiver of the right or remedy.
- 12.6 If any part of this Agreement is unlawful, void or unenforceable for any reason, such part will, 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 will 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.
- 12.7 We may assign, subcontract or transfer all or part of our rights or duties under this Agreement. As this Agreement is personal to you, you may not assign, transfer or subcontract any of your rights or duties under it without our prior consent in Writing.
- 12.8 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.
- 12.9 This Agreement (including non-contractual disputes or claims) is governed by the law of England and is subject to the exclusive jurisdiction of the courts of England & Wales save that we may apply for interim or injunctive relief against you in any court of competent jurisdiction.