

# Terms and Conditions for Mannheimer Swartling (E 2023:1)

These terms and conditions apply to all services provided to clients by Mannheimer Swartling Advokatbyrå AB, Mannheimer Swartling Advokatbyrå LLP (“MSA New York”), Mannheimer Swartling Pte. Ltd. (“MSA Singapore”) and their affiliates, branches or representative offices in any jurisdiction (individually and jointly “the Firm” or “we”). The codes of conduct applying to members of the Swedish Bar Association and/or the equivalent rules of other relevant bar associations also apply to the services provided by the Firm. By entering into an agreement with the Firm, you are considered to have accepted these terms and conditions.

## 1. Teams and services

---

**1.1** We work in teams to provide you with the expertise and resources required in each engagement. At the start of an engagement, we normally agree the scope of our services and the people who will perform the work. The scope may later be changed, expanded or reduced, and we may have to change the members of the team. If required by the rules of the relevant bar association, we will provide you with written confirmation of the scope of the engagement.

**1.2** In order to develop personal relationships and our understanding of your business, one of our partners will be designated your client relationship partner. That partner has overall responsibility for our services to you. There will also be a partner responsible for our work on each engagement. This may be your client relationship partner or another partner with relevant expertise.

**1.3** The engagement letter is a contract between you and the relevant legal entity of the Firm and not with any individual associated with the Firm. This applies even if it is your express or implied intention that the work is to be carried out by a specific person or persons. All partners of the Firm and all persons working for the Firm are subject to these terms and conditions and in no circumstances will those persons have any personal liability to you, except as provided by mandatory law.

**1.4** For the purposes of these terms and conditions, all aspects of a transaction or a business arrangement will be considered to be a single engagement, even if it involves several legal entities or private individuals, is dealt with by separate teams at the Firm, addresses separate legal areas, separate invoices are issued, or we act for several legal entities and/or individuals.

## 2. Fees and expenses

---

**2.1** Our fees always accord with the rules of the relevant bar association. Unless otherwise agreed, our fees are based on a number of factors such as: (i) time spent; (ii) skills and experience required; (iii) sums of money involved; (iv) risks assumed (if any); (v) time constraints; and (vi) result achieved.

**2.2** On request, we will provide you with a fee estimate at the start of an engagement. Depending on the nature of the engagement, we may also agree on a budget or other fee arrangement. All fees are exclusive

of value added tax, sales tax and similar taxes, which will be charged at the statutory rate applicable in the relevant jurisdiction.

**2.3** In addition to our fees, disbursements for travel and other expenses may be charged. We normally pay limited expenses on your behalf and charge them in arrear, but we may also ask you for an advance to cover expenses or forward the relevant invoice to you for payment. Value added tax on disbursements will be charged at the statutory rate applicable in the relevant jurisdiction.

## 3. Invoicing

---

**3.1** Regular invoices are a good way to keep you informed of fees incurred and to avoid unpleasant surprises at the end of an engagement. On request, we can also provide you with regular updates on accrued fees.

Unless otherwise agreed, we invoice each month by sending an invoice via the invoicing platform PEPOL or by post. If you would like us to invoice you via your invoicing system or that of a third party, this must be separately agreed before we commence our engagement.

If we agree to invoice via your invoicing system or that of a third party, we cannot be held liable for loss of information or dissemination of information in invoices to unauthorised persons after we have transferred information to the system.

**3.2** Instead of invoicing you for work performed during the relevant period, we may issue a preliminary invoice on account. If we do so, the final invoice for the engagement will specify our total fee, less fees paid on account.

**3.3** In certain cases, we will request a retainer before we commence work. The retainer will be used to settle future invoices. Our total fee for the engagement may be higher or lower than the retainer.

**3.4** Unless otherwise agreed, invoices fall due 15 days after the invoice date. Each invoice states the date it is due for payment. In the event of non-payment, interest on arrears will be charged from the due date until payment has been received in accordance with applicable law.

3.5 Our invoices for work done will be addressed to you, as client. We are therefore unable to accommodate a request to issue our invoice to anyone else.

## 4. Reporting to tax authorities, etc.

---

4.1 In some cases we are legally obliged to provide information to the relevant tax authorities about your VAT registration number and the value of the services we have provided to you. By engaging the Firm, you accept that we will provide such information to the tax authorities in accordance with current regulations.

4.2 Under Council Directive (EU) 2018/822 ("DAC6") and national legislation implementing DAC6, advisers are obliged to provide information about cross-border reportable arrangements to the relevant tax authorities. The statutory duty of confidentiality to which members of the Swedish Bar Association (advokater) are subject prevents us from reporting such arrangements unless you expressly instruct us to do so. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by you or your other advisers to the relevant tax authorities. Our duty of confidentiality also prevents us from informing your other advisers of their duty to report.

## 5. Client identification procedures

---

5.1 New clients may be asked for professional references.

5.2 In certain engagements, we are under a statutory duty to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore ask you to provide us with information including evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them (the beneficial owners), as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for that purpose may obtain information from external sources. We are obliged to retain all information that we have obtained in conjunction with these checks.

5.3 Our commitment to carrying out an engagement is subject to such engagement being permitted under applicable laws and regulations (including laws and regulations concerning economic or financial sanctions). If, during the course of an engagement, it becomes apparent that carrying out the engagement contravenes applicable laws or regulations, that our client and/or its owner is subject to sanctions, or that the engagement is otherwise affected by sanctions, we may be obliged to cease to act in the engagement.

5.4 We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented from informing you of suspicions or that a report has been, or will be, made to the relevant financial intelligence unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the engagement.

5.5 We cannot be held liable for loss or damage caused to you directly or indirectly by our compliance with the obligations we have considered to be incumbent on us under Clauses 4, 5.3 and 5.4.

## 6. Data protection

---

We are a controller of personal data provided and obtained in conjunction with engagements or otherwise registered when preparing or administering an engagement. All processing of personal data

takes place in accordance with current data protection legislation. See "Privacy notice" at [www.mannheimerswartling.se](http://www.mannheimerswartling.se) for more information about how we process personal data.

## 7. Advice

---

7.1 Our advice is tailored to the circumstances in the specific engagement, the facts presented to us and the instructions you give us. Accordingly, you may not rely on the advice in any other context or use it for any purpose other than that for which it was given. Unless otherwise agreed, our advice in a particular engagement does not include advice on either tax matters or potential tax implications.

Our advice is confined to legal matters in the specific engagement. Insofar as we provide mathematical calculations or express views or mention factors relating to non-legal matters, we accept no liability for any potential consequences of this.

7.2 We can only give advice on the legal position in the jurisdictions in which we operate. However, we are only permitted to provide advice on Singaporean law in conjunction with conduct of international arbitral proceedings. Based on our general experience, we may express views on legal issues in other jurisdictions, but the views we express in these cases do not constitute advice on which you are entitled to rely. However, we will be glad to assist you in obtaining advice from lawyers qualified in other jurisdictions.

7.3 The advice we provide to you in an engagement is based on the legal position at the time it is given. Unless specifically otherwise agreed, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

7.4 Newsletters and seminars through which we provide information on a general basis as to legal developments in various areas shall not be construed as legal advice.

7.5 Our advice never implies a guarantee of a given outcome.

## 8. Limitation of liability

---

8.1 Our liability for loss or damage caused to you due to negligence or breach of contract on our part is limited to five million euros per engagement or, if our fee for the engagement is less than one hundred thousand euros, five hundred thousand euros. No reduction of our fees, or other remedies, will be available, and we accept no liability to pay penalties or liquidated damages.

8.2 Limitation of our liability to the sum specified in 8.1 also applies to multiple instances of loss or damage if they have been caused by a single act or omission or the same type of act or omission. This applies regardless of when the loss or damage was caused or incurred.

8.3 Our liability to you is limited to the loss or damage you incur. Among other things, this means that our liability will be reduced by all sums that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

8.4 Except as provided in Clause 8.7, we accept no liability towards any third party due to your use of documents or other advice from the Firm.

8.5 Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or failure to complete any part of work for you within a proposed time scale. This notwithstanding, we are

not liable for any loss, damage or delay arising due to circumstances beyond our control that we could not reasonably have been expected to foresee at the time we accepted the engagement, and whose consequences we could not reasonably have avoided or surmounted.

**8.6** If we have agreed to advise on tax matters or potential tax implications, our liability for error or negligence does not cover any taxes payable by you, unless it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided paying those taxes.

If our engagement did not specifically include advice on tax matters or potential tax consequences, we are not liable for any loss caused as a result of you being subject to, or risking being subject to, tax or tax surcharges as a consequence of the services we provided.

**8.7** If, at your request, we agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to that third party to the extent we are liable to you. Any sum paid to a third party as a result of that liability will reduce our liability to you correspondingly and vice versa. If it is separately agreed that a third party may rely on a document produced by us or on advice provided by us, no client relationship will arise between us and that third party.

The above also applies where we issue certificates, opinions or the like to a third party at your request.

**8.8** Notwithstanding the other provisions of this clause (Clause 8), the Firm will be liable towards you for loss or damage caused deliberately.

**8.9** Clauses 8.1 to 8.4 do not apply to services provided by MSA New York. Other provisions here purporting to limit personal liability for malpractice in relation to lawyers practising at MSA New York only apply to the extent permitted by law.

**8.10** Limitation of liability under these terms and conditions or under any separate agreement with you applies both to the Firm and to any partner or former partner of the Firm and any lawyer or any other person who works or has worked for the Firm or who is engaged or has been engaged by the Firm.

## 9. Working with other advisers

---

**9.1** We have an extensive network of other advisers in Sweden and abroad and we will be happy to help you to identify and instruct other advisers in relation to specific matters.

**9.2** If we instruct, engage and/or work together with other advisers, those advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. This applies whether the adviser has given the advice directly to you or via us. Nor do we accept liability for fees or expenses charged by such advisers, whether paid by us and charged to you as disbursements or whether forwarded to you for payment. Any authority to instruct advisers includes authority to accept, on your behalf, a limitation of liability to be applicable between you and such advisers.

**9.3** When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.

**9.4** If another adviser's liability to you is more limited than our liability, any liability we may have to you as a result of any joint and several liability that we may have with the other adviser will be reduced by the compensation we would have been able to recover from that adviser if its liability to you had not been so limited (regardless of whether that other adviser would have been able to pay the compensation to us).

## 10. Insider list

---

**10.1** If you are an issuer of securities that is under a duty to draw up an insider list under Article 18 of the EU Market Abuse Regulation (596/2014/EU), and our engagement gives us access to insider information concerning you or your financial instruments, then, provided we are notified as set out below, we will draw up an insider list of the employees of the Firm who have access to the insider information. By engaging the Firm, you agree, where applicable, to notify us immediately if you consider that certain information to which we have access constitutes insider information in relation to the financial instruments or related financial derivatives issued by you.

**10.2** Unless otherwise agreed, we will not keep a list of the employees of the Firm who have access to certain information about an engagement for you in any situations other than those specified in 10.1.

**10.3** Our list will not include information about people with access to insider information other than those employed by the Firm.

## 11. Communications and IT services

---

**11.1** We communicate with our clients and other parties involved in engagements in a variety of ways, including via the internet, e-mail and video call. Although these are effective means of communication, they may involve risks for which we cannot accept any responsibility. If you would prefer us not to communicate via the internet, e-mail or video call in an engagement, please notify this to your client relationship partner or the partner responsible for the engagement.

**11.2** Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

**11.3** In order to rationalise our work processes, we use in-house and external IT services (e.g. document management systems, processing and analytical tools, collaboration platforms, e-signature services and virtual data rooms). Although we take reasonable measures to ensure that we maintain a high level of information security and availability, and that suppliers providing such IT services to us also do so, there are no guarantees that the services are risk-free. We therefore accept no liability for loss or damage arising due to use of the services.

## 12. Intellectual property rights and confidentiality

---

**12.1** Copyright and any other intellectual property rights in all documents and work results that we generate for clients belong to us, although you have the right to use the results for the purposes for which they are provided. Unless specifically otherwise agreed, or prescribed by applicable laws, no document or other work result generated by us may be generally circulated or used for marketing purposes.

**12.2** We protect the information you provide to us in an appropriate manner and in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or the equivalent rules of other relevant jurisdictions in which we operate.

**12.3** If you permit us to engage or work with other advisers on the engagement, we are entitled to provide them with material and other information that we consider may be relevant for such adviser to be able to advise or perform services for you. The same applies to material and other information that we have received as a consequence of the checks and verifications that we have carried out under Clause 5.2.

**12.4** When a specific engagement has become public knowledge, we may disclose our involvement on your behalf in our publicity material and on our website. Our disclosure may only contain information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your consent before disclosure is made.

## 13. Conflicts of interest

---

We may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before accepting an engagement, we therefore check whether there is a conflict of interest in accordance with the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an ongoing or future engagement. If this occurs, we strive to treat our clients fairly, taking account of the codes of conduct applying to members of the Swedish Bar Association and/or other relevant bar associations. Accordingly, it is important before and during the engagement that you provide us with any information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

## 14. Document management

---

**14.1** While an engagement is ongoing we may store documents and work results produced by us or by you or a third party electronically in a central system to provide the team working for you with easy access to necessary information.

**14.2** After an engagement has completed, or otherwise ended, we will keep and/or store (digitally or in hard-copy form) all relevant documents and all relevant work results generated in the engagement for a period we consider appropriate for the particular type of engagement, but not for a period shorter than that required by the rules of the relevant bar association. This means that we cannot accede to a request to return or destroy a document before the archiving period has expired without retaining a copy. When the archiving period has expired, we reserve the right to destroy documents without notifying you.

**14.3** Unless otherwise agreed, all original documents will be returned to you when an engagement has ended. If we send valuable documents to you at your request, this will be at your risk. We will keep a copy of those documents for our own records.

## 15. Complaints and claims procedures

---

**15.1** We are committed to ensuring you are satisfied with our services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify the client relationship partner or the partner responsible for the engagement as soon as possible. Alternatively, you may contact our managing partner at [managing.partner@msa.se](mailto:managing.partner@msa.se). At your request, the managing partner and our general counsel will together investigate your complaint and endeavour to answer any questions you may have.

**15.2** Any claim relating to any matter on which any entity of the Firm has advised you should be made to our managing partner as soon as

you have become aware of the relevant circumstances. No claim may be made more than three months after the date the relevant circumstances were known to you or could have become known to you after reasonable enquiries. If a claim is not made within this time, your rights to make such claim are lost.

The limitation periods for claims against MSA New York, MSA Singapore or the Firm's office in Belgium are prescribed by applicable law.

In no circumstances can a claim be presented later than ten years after the advice to which it relates was given.

**15.3** If your claim against us is based on a claim against you by a third party, a tax authority or other public authority, we will be entitled to answer and settle the claim on your behalf, provided we indemnify you. If you settle, compromise or otherwise take any action relating to the claim without our consent, we will have no liability for the claim.

**15.4** If we or our insurers pay compensation to you for any claim, then, as a condition of the payment, you will be obliged to transfer any existing right of recourse against third parties by way of assignment or subrogation to us or to our insurers.

## 16. Amendments

---

These terms and conditions may be amended by us from time to time. The latest version is always available on our website: [www.mannheimerswartling.se](http://www.mannheimerswartling.se). Amendments to the terms and conditions will become effective only in relation to engagements begun after the amended version is posted on our website.

## 17. Different language versions

---

These terms and conditions have been produced in Swedish and English. The Swedish version applies to clients domiciled in Sweden. The English version applies to all other clients. English terms used in these terms and conditions shall be construed solely on the basis of Swedish legal tradition and laws, not on the basis of any other country's legal tradition or laws.

## 18. Governing law and jurisdiction

---

**18.1** These terms and conditions and all issues concerning them, all matters on which we have advised you and all services we have provided to you are governed by and shall be construed in accordance with Swedish substantive law.

**18.2** Except as provided by Clause 18.4, any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity of the terms and conditions, any specific conditions governing the matter or concerning any matter on which we have advised or failed to advise you, will be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration will be Stockholm, Sweden.

**18.3** Each party undertakes to ensure that all arbitral proceedings conducted in accordance with Clause 18.2 are kept strictly confidential. This undertaking includes, inter alia, the fact that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared during the proceedings. Notwithstanding, this clause shall not restrict or prevent disclosure by a party if and to the extent such disclosure (i) is necessary in order to safeguard its rights towards the other party in connection with the dispute or towards its insurer, (ii) is required

of the party in accordance with law, stock exchange rules or similar applicable laws, or (iii) has been approved, in advance, in writing by the other party.

**18.4** If a dispute concerning our fees arises between you and MSA New York, you may be entitled to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you by MSA New York on request.

**18.5** Under certain conditions, clients who are consumers may turn to the Swedish Bar Association Consumer Disputes Committee to have fee disputes and other financial claims against us tried. Visit [www.advokatsamfundet.se/Konsumentvistananden](http://www.advokatsamfundet.se/Konsumentvistananden) for further information.

**18.6** Notwithstanding Clauses 18.2 and 18.4, we are entitled to commence proceedings against you for the payment of any sum due to us in any court with jurisdiction over you or any of your assets.

**Annex No. 1 to Terms and Conditions for Mannheimer Swartling (E 2023:1)****"Technical specification"**

The technical specification (hereinafter – Technical specification) is an integral part of the Terms and Conditions for Mannheimer Swartling (E 2023:1) (hereinafter referred to as the “Legal Services Contract”), that defining the requirements applicable to the qualified legal services in connection with a contract for natural gas transmission services in transit through the territory of the Lithuania to Kaliningrad region (hereinafter referred to as the "Legal services"), as well as the conditions and procedures for the provision of Legal services.

**I. Introduction**

1. AB "Amber Grid" (hereinafter referred to as "Amber Grid") is the operator of the Lithuanian natural gas transmission system, responsible for the transmission of natural gas (transported through high-pressure pipelines) according to the needs of system users, and for the operation, maintenance and development of natural gas infrastructure.

**II. Background**

2. There are bilateral agreements between Lithuania and Russia regarding the natural gas transit matters (bilateral treaties between Lithuania and Russia, the General Agreement on Tariffs and Trade (GATT) and the Partnership and Cooperation Agreement between the EU and Russia). These agreements, that were concluded in the period 1991-1999, are deemed as obligating Lithuania to ensure the transit of natural gas to the Kaliningrad region.

3. In December 2015, Amber Grid and PJSC GAZPROM (hereinafter referred to as "GAZPROM") concluded the contract (hereinafter referred to as the "Transmission Contract") for the service of transmission of natural gas to the Kaliningrad region of the Russian Federation through the territory of the Republic of Lithuania (hereinafter referred to as the "Transmission Services"). The Transmission Contract provides for the Transmission Services until 31 December 2025.

4. GAZPROM has approached Amber Grid with a proposal for the extension of the Transmission Services and for the conclusion of the Transmission Contract for a new term.

5. Negotiations on a transmission contract for a new Transmission service have started recently. The new Transmission Contract has been drafted based on the Transmission Contract currently in force, while providing for the necessary amendments relating to payment model, termination of contract, law applicable to the contract. Negotiations are expected to be completed by February-March 2025.

**III. Scope of Assignment**

6. The Legal services for a legal advice will be needed on the content of the draft Transmission Contract for the upcoming term. Draft Transmission Agreement consists of about 46 pages (including its annexes) in Calibri (Body) font size 12. Also, approved Access Rules and Balancing Rules of Amber Grid will apply by virtues of local legislation and terms of the Transmission Contract (these rules can be found at [Rules for use of the transmission system | Amber Grid](#) and [Rules of balancing | Amber Grid](#)).

7. The Legal services for the legal advice are provided on the Transmission Contract (about 17 pages), not including its annexes and (or) other documentation. We will send the documents after the contract will be signed.

8. The language of the Transmission Contract is English. The Legal opinion must be provided in English in writing. The Legal opinion must meet the following requirements:

- (i) must be clearly structured, outlining the main sections such as: introduction, analysis, conclusions, and recommendations (if any);

(ii) The document must be submitted in electronic format and signed.

9. The Legal services shall be provided within **up to 2-7 working days** from the date of the receipt of the relevant order (including relevant documents). The Legal service order (orders) is (are) planned to be placed once Amber Grid and GAZPROM have finalised the terms of the draft Transmission Contract and the final draft is available, which is expected around February 2025. The Legal services for the legal advice are supposed to be placed until the Transmission Contract will be signed by Amber Grid and GAZPROM, which is expected around May 2025. Accordingly, the overall timeframe for the provision of services should cover the period from February 2025 to May 2025, but no later than the signature of the Transmission Contract.

#### **IV. Legal services**

10. Legal opinion need to be provided on the following issues:

##### **10.1. First part of Legal services:**

10.1.1. Are the conditions of the Transmission Contract valid and enforceable according to the laws and other normative acts of the Kingdom of Sweden? If certain provisions of the Transmission Contract conflict with the laws and regulations of the Kingdom of Sweden and (or) are unenforceable or invalid, please provide for possible solutions, proposed wording and (or) remedies. Notably, we expect to ask for minimal changes, only if necessary.

10.1.2. Are there other laws and (or) other normative legal acts of the Kingdom of Sweden that the Amber Grid should consider in order to avoid possible risks, including dispute resolution, which is provided for in the Arbitration Institute of the Stockholm Chamber of Commerce? If so, within the limits of this Transmission Contract, identify the relevant the legislation and its provisions that may cause additional risks to the Amber Grid, and propose possible solutions.

10.1.3. Shall sanctions, trade embargoes or other restrictive measures imposed by any relevant governmental authority or international organization which directly or indirectly affect the performance of this Transmission Contract be not considered a force majeure event under provided provisions of the draft Transmission Contract and the laws and other normative acts of the Kingdom of Sweden? Please suggest possible solutions (provisions) whereby the relevant provisions should be amended so that such conditions shall not considered to be a force majeure event.

10.1.4. If, during the term of the Transmission Contract, GAZPROM is subject to sanctions, trade embargoes or other restrictive measures which make performance of the Transmission Contract impossible, or if amendment or adoption of any laws or other legal regulations make the performance of the contractual obligations impossible or excessively difficult, would Amber Grid be exempt from contractual liability under provided provisions of the draft Transmission Contract and the laws and other normative acts of the Kingdom of Sweden? If there is a reasonable risk that Amber Grid may be held liable in such circumstances, please suggest possible solutions (provisions) whereby the relevant provisions should be amended under which such liability shall not be applied?

10.1.5. Are there any issues of other laws and (or) normative acts of the Kingdom of Sweden you find important or any other risk related to those laws and other normative acts that Amber Grid should take into account negotiating provisions of the Transmission Contract.

*Please note, that the wording of the questions raised in the First part of Legal services may be adjusted as necessary or in accordance with agreements reached during the negotiations among Amber Grid and GAZPROM.*

##### **10.2. Second part of Legal services:**

10.2.1. Legal opinion on issues other than those mentioned in the First part of Legal services (if any) that may arise during the negotiations between the parties to the Transmission Contract will be ordered on an as-needed basis.

*Amber Grid emphasises that it is not obliged to order a specific or any amount of this Second part of Legal services.*

## V. Dispute resolution under the Legal services contract

12. Disputes arising from the Legal Services Contract will be resolved under the Swedish substantive law and adjudicated by Swedish courts.

## VI. Legal service price and payment

13.

Description of Legal services	Service price
	Eur without taxes
The price of Legal services for the <b>First part</b> (Clause 10.1 of the Technical specification)	10.000,00 Eur
	Tentatively number of hours: 22
An hourly fee for Legal services referred to in the <b>Second part</b> (Clause 10.2 of the Technical specification)*  * Amber Grid will purchase services referred to in Second part as needed however, their value shall not exceed 5,000 (five thousand) Eur excluding taxes (if applicable).	450,00 Eur/hour

14. The Legal service price (the hourly fee) must remain fixed and (or) cannot be increased throughout the entire service provision period.

14. The total value of the Legal Services Contract shall not exceed 15,000 (fifteen thousand) Eur excluding taxes .

15. The Legal service provider shall be paid for the Legal services actually provided within 15 days of receipt of the invoice. Invoices are issued electronically only. Electronic invoices compliant with the European Electronic Invoice Standard are provided using the means chosen by the Seller. Electronic invoices that do not comply with the European Electronic Invoice Standard must be issued using the "SABIS" information system, which operates through the Peppol network.

## VII. Entry into force, Term of the Legal Services Contract

16. The Legal Services Contract shall enter into force upon signature by both Parties.

17. The provision period for the Legal services is 18 months.

18. The Legal Services Contract shall remain in force until the fulfilment of all contractual obligations by the Parties or until the day of termination of the Legal Services Contract.

19. The quality guarantee, liability, confidentiality, data, protection, intellectual property, sending and receiving notices, language, settlement of disputes and other terms and conditions which by their nature are intended to survive performance or termination of the Legal Services Contract shall continue to apply after the implementation or termination of the Legal Services Contract.

20. If there are discrepancies between the Technical specification and the Terms and Conditions for Mannheimer Swartling (E 2023:1), the Technical specification shall take precedence as the mandatory and comprehensive document outlining specific requirements, which takes priority over any the Terms and Conditions for Mannheimer Swartling (E 2023:1) terms that may contradict or be less specific.

## VIII. Conflict of Interest

21. Your law firm and your staff members to be nominated for the provisions of the Legal services should not have any conflict of interest with respect to the parties involved in the Transmission Contract, their affiliates, or any other related third parties. Your law firm declares and warrants that it will promptly inform Amber Grid of any conflict of interest under the respective circumstances. Your law firm agrees and undertakes to pay Amber Grid a fine of EUR 3,000 (three thousand euro) for each instance of failure to inform about a conflict of interest. The Parties agree that this amount shall be considered the minimum amount of damages suffered by Amber Grid, which does not need to be proven, as well as to compensate Amber Grid for any other direct and indirect losses to the extent not covered by the fine paid, in the event of a breach of the obligation to inform Amber Grid of a conflict of interest as soon as possible. Amber Grid also has the right to unilaterally terminate the Legal Services Contract due to the Supplier's fault in the event of a conflict of interest.

#### **IX. Other service provision conditions**

22. The law firm undertakes to comply with the UAB EPSO-G Group Anti-Corruption Policy and the Supplier's Code of Conduct in its dealings with the Amber Grid and third parties used to perform the Legal Services Contract. The law firm must ensure that the law firm employees, members of the management and supervisory bodies and other representatives of both the law firm and the third parties engaged by it to perform the Legal Services Contract comply with the requirements of this paragraph.

23. The Parties process personal data solely for the purposes of the Legal Services Contract performance, ensuring legitimate interests, and fulfilling legal requirements, in compliance with the GDPR. Each Party ensures data protection, confidentiality, and informs its representatives about data processing. The Customer may share data with Group companies, processors, or institutions as permitted by law. The Parties cooperate in fulfilling GDPR requirements.

24. The Customer's representative responsible for supervision of the Supplier's fulfilment of the obligations specified in the Legal Services Contract – Violeta Žąsytienė, Head of the Legal Department of AB Amber Grid, phone: +370 652 44464, email: V.Zasytiene@ambergrid.lt. The Customer's representative referred to in this paragraph shall have the right to coordinate the reports on the Services referred to in the Legal Services Contract in accordance with the procedure set out in the Legal Services Contract.

25. The Supplier's representative responsible for the performance of the Legal Services Contract – Robin Oldenstam, partner at Mannheimer Swartling Advokatbyrå AB, phone: +46 8 595 066 13, email: robin.oldenstam@msa.se.

25. Addresses, legal details and representatives:

AB "Amber Grid" director of Legal and Organizational  AB Amber Grid Laisves ave. 10, Company code 303090867 LT-04215 Vilnius, Lithuania Account No LT71 7044 0600 0790 5969 Bank: AB SEB bankas Bank code: 70440 Phone: +370 5 236 0855 Email: info@ambergrid.lt	MANNHEIMER SWARTLING  Mannheimer Swartling Advokatbyrå AB Norrländsgatan 21 Box 1711 111 87 Stockholm Sweden Organisation number: 556399–4499 VAT number: SE556399449901
--	--

## CONFIDENTIALITY AGREEMENT

13 th of February 2025

Vilnius

**AB Amber Grid**, a public limited liability company established and operating under the laws of the Republic of Lithuania, with legal entity number 303090867 and its registered seat in Laisves ave. 10, LT-04215 Vilnius, the data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as **Amber Grid**), represented by Legal and Organisation Development Director , and Mannheimer Swartling Advokatbyrå AB, a company established and operating under the laws of the Kingdom of Sweden, legal entity number 556399-4499 with its registered seat in Norrlandsgatan 21, 111 43 Stockholm, data on the company is collected and stored in the Register of Legal Entities of the Kingdom of Sweden (hereinafter referred to as the **Recipient of Information**), represented by, Amber Grid and the Recipient of Information are hereinafter collectively referred to as the **Parties** and individually as a **Party**,

CONSIDERING THAT Amber Grid intends to communicate confidential information (including inside information) to the Recipient of Information,

THEREFORE, Amber Grid and the Recipient of Information shall agree and enter into this Confidentiality Agreement (hereinafter referred to as the **Agreement**) as part of their contractual obligations:

### 1. Confidential information

1.1. For the purposes of this Agreement confidential information shall be deemed to be any and all data and information received in any form whatsoever by the Recipient of Information or any person acting on its behalf or in its interests (including, without limitation, an employee, representative or consultant) from Amber Grid or any person acting on its behalf or in its interests (including, but without limitation, an employee, agent or consultant) (hereinafter referred to as **Confidential Information**).

1.2. Confidential information shall not include such information or matter which:

1.2.1. is or becomes public pursuant to the legislation of the Republic of Lithuania, other legal acts or the Articles of Association of Amber Grid;

1.2.2. at the time of submission has already been made public or is otherwise available to the general public;

1.2.3. was known to the Recipient prior to being disclosed to the Recipient under this Agreement;

1.2.4. Amber Grid notifies the Recipient of Information in writing of it not being considered confidential or sensitive.

1.3. In the event of any doubt as to whether information is Confidential, it must be treated as such until Amber Grid informs that such information is not Confidential.

### 2. Terms of use of Confidential Information

2.1. Recipient of Information, its employees, representatives and consultants shall undertake to keep Confidential Information secret and not disclose it in whole or in part to any third party in any form or by any means without a relevant prior written consent from Amber Grid.

2.2. Recipient of Information, its employees, representatives and consultants shall undertake to not use Confidential Information in any manner that may cause damage or loss to Amber Grid.

2.3. Recipient of Information shall only grant access to Confidential Information to the following employees, representatives or consultants:

2.3.1. employees, representatives or consultants who shall be obligated to know Confidential Information by the nature of their position or job;

2.3.2. employees, representatives or consultants who have been informed of the confidential nature of information and who have undertaken to comply with confidentiality obligations on equal terms and conditions to those set out in this Agreement;

2.4. Recipient of Information, its employees, representatives and consultants shall undertake to inform Amber Grid about any unauthorised use/disclosure of Confidential Information that has occurred or is anticipated.

2.5. Recipient of Information, its employees, representatives and consultants shall be aware that certain Confidential Information may also be considered inside information for the purposes of the legislation governing markets in financial instruments and shall be aware of the restrictions on the use of inside information in the trading of financial instruments.

2.6. The obligations of the Recipient of Information set out in this Agreement not to disclose Confidential Information shall not apply if and to the extent that the Recipient is required to do so by law or other regulations, and the Recipient of Information is under an obligation to disclose Confidential Information to an auditor, an authorised state, municipal, governmental or other authority, body, organisation or its representative, or to a court. If pursuant to applicable laws or regulations the Recipient of Information is obliged to disclose any part of Confidential Information, Amber Grid shall be immediately notified in writing prior to the disclosure of such Confidential Information.

2.7. Concerning Confidential Information in electronic format, the Recipient of Information undertakes the following:

2.7.1. to ensure that all computer stations, which are used for work with Confidential Information in electronic format obtained within the scope of this Agreement, shall be equipped with legal, activated version of anti-virus software;

2.7.2. to ensure that Confidential Information in electronic format shall not be transmitted/handled in respective service domains on the Internet, such as *Dropbox*, *Google Drive*, *One Drive*, except where such services are provided to the Recipient of Information under corporate (not individual use) agreements with the providers of such services;

2.7.3. to ensure that portable electronic media (e.g. CDs/DVDs, USBs) containing Confidential Information shall be encrypted or stored in locked information storage devices (cabinets, safes, dedicated locked rooms, etc.), or otherwise protected against theft or loss of such devices.

### **3. Liability**

3.1. In the event of a breach by the Recipient of Information of any of its obligations under this Agreement, the Recipient of Information shall be liable to pay a fine of EUR 3,000 and, subject to such limitations that apply under the Recipient's standard terms and conditions (which terms and conditions Amber Grid has been made aware of), to indemnify or reimburse Amber Grid for the losses,

costs or expenses (including legal costs), directly or indirectly caused, incurred or sustained by Amber Grid as a direct or indirect result of such a breach.

3.2. The Recipient of Information shall ensure that its employees, representatives and consultants properly comply with the confidentiality obligations set out in this Agreement.

**4. Validity of the Agreement.** The Agreement shall enter into force on the date of its signature and shall remain in force for an unlimited period of time. If for any reason the Agreement is to be terminated, the termination shall not release the Recipient of Information from its obligation not to disclose the Confidential Information provided under this Agreement.

**5. Other provisions**

5.1. Shall any court or other authorised institution decide that any provision of the Agreement is in whole or in part invalid or inapplicable in any other manner, however, would be valid and enforceable if properly modified, then such provision shall be subject to such modification as may be necessary to make it valid and enforceable. If such provision cannot be so modified, its invalidity or non-applicability shall not affect or adversely affect the validity or enforceability of the remainder of the Agreement.

5.2. The Agreement shall be concluded in two copies of equal force. One copy of the Agreement shall be delivered to Amber Grid and the other copy shall be retained by the Recipient of Information.

5.3. The Agreement shall be governed by the laws of the Kingdom of Sweden. All disputes arising between Amber Grid and the Recipient of Information regarding the conclusion, validity or execution of the Agreement shall be settled in the process of negotiation. Should Amber Grid and the Recipient of Information fail to resolve any dispute by negotiation, the dispute shall be settled by the Stockholm District Court in the Kingdom of Sweden.

**On behalf of AB Amber Grid:**

**On behalf of Mannheimer Swartling  
Advokatbyrå AB:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_