

# SERVICE AGREEMENT

(hereinafter the “Agreement”)

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between

**S&P Global Switzerland SA, Lausanne,  
Zweigniederlassung Zuerich**  
Neumuehlequai 6  
8001 Zurich  
Switzerland  
(hereinafter “S&P Global”)

and

**AB Ignitis Grupe**  
Laisvės pr. 10  
04215 Vilnius  
Lithuania  
(hereinafter “Customer”)

(hereinafter S&P Global and Customer jointly referred to as “Parties”)

## **Preamble**

The ESG Benchmarking team of S&P Global specializes in the benchmarking of companies based on S&P Global’s methodology to assess corporate sustainability; the Customer wishes to use the expertise of S&P Global to benchmark its corporate sustainability performance according to a defined set of sustainability criteria.

## 1. S&P Global’s Approach – Corporate Sustainability Assessment

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The S&P Global Corporate Sustainability Assessment (CSA) methodology is based on the application of general criteria, applicable to all industries, and industry specific criteria, applicable to companies in a specific industry group, to assess the opportunities and risks deriving from economic, environmental and social challenges. Each assessed company is assigned corporate sustainability performance scores on a total level, dimension level (Economic, Environmental, Social), criteria level (Several criteria per dimension) and question level (one or more question(s) per criterion) which provide the company with an opportunity to understand in detail its sustainability performance relative to its industry peers.

For each company that elects to actively benchmark in the CSA process through direct engagement with S&P Global, the input sources of information for the corporate sustainability assessment consist of the company’s responses to the CSA questionnaire, their submitted documentation, their policies and reports, and information available about the company in the public domain. In addition, S&P Global monitors corporate controversies and other shifts through S&P Global’s media and stakeholder analysis process to assess a company’s involvement in critical social, economic, and environmental issues and its management of these situations.

## 2. Services rendered by S&P Global

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- a) S&P Global will render the following services - non-exclusive - to the Customer (including the specifications following under this paragraph, hereinafter referred to as “Services”):

### **Private Benchmarking**

The aim of Private Benchmarking is to evaluate and benchmark a company’s environmental, social and economic sustainability performance arising from a company’s sustainability strategy.

The Customer chooses to be benchmarked in the Electric Utilities (ELC) Industry.

To obtain a Private Benchmarking, the Customer will choose their industry, fill out the appropriate Corporate Sustainability Assessment questionnaire and provide additional information needed to benchmark. S&P Global analyses the questionnaire and conducts a Media & Stakeholder Analysis (MSA) of the company and provides a Scorecard with benchmarking information to the Customer. The Scorecard contains the company’s score on total, dimension, and criteria level, relative performance indicators and weightings. Benchmark scores and data are provided for the selected industry on:

- Highest score (global)
- Average score
- Weighted gap to best score achieved

Information contained in both the CSA and the benchmarking Scorecard are to remain confidential to the Customer and will not be disseminated to the public by S&P Global or any of its entities. Should the customer desire to publicize this information, the Customer shall request an amendment to this Agreement in writing. The Scorecard can only be published if the underlying

assessment is based on any current and/or successive standard methodologies applied to companies taking part in the regular CSA that result in public ESG Scores (“Regular CSA Methodology”) and the official Global Industry Classification Standard (GICS). For clarity purposes, publication of Scorecards developed through any methodology other than any Regular CSA Methodology is not permitted and will require S&P Global’s prior written consent or a separate agreement.

Notwithstanding the above, the CSA can also be completed in the pre-defined industry following the GICS with publicly available information, with or without information and consent provided by the Customer as the information used is publicly available.

**Date of Delivery:**

S&P Global delivers CSA Scorecards on a monthly basis. These Scorecards are planned to be delivered on the third Friday of the month. In order to receive the Scorecard on any of these specific dates, the Customer must submit the CSA questionnaire at the latest by the 15th day of the previous month. For example, if the Customer submits the CSA questionnaire before the 15th of November 2023, the CSA Scorecard will be delivered on Friday, the 15th of December 2023. In case the Customer submits the CSA questionnaire after the 15th day of a given month; the CSA Scorecard delivery may be postponed to the next monthly update.

CSA submission deadline	CSA Scorecard delivery
15 August 2023	15 September 2023
15 September 2023	20 October 2023
15 October 2023	17 November 2023
15 November 2023	15 December 2023
15 December 2023	19 January 2024
15 January 2024	16 February 2024
15 February 2024	15 March 2024
15 March 2024	19 April 2024
15 April 2024	17 May 2024

The exact date of delivery may be subject to change.

A preliminary Scorecard only containing Scores without any industry benchmarking information may be delivered to the client at an earlier point in time.

In case the Customer does not submit the 2023 CSA questionnaire before the new 2024 CSA questionnaire (planned to be released in Q2, 2024) is available, the Customer’s CSA participation may be transferred to the new survey.

**Benchmarking Database - Starter Version (BDB Starter)**

The company will be granted access to the Benchmarking Database Starter Version (BDB Starter) on the CSA Portal for the duration of one year from the date of contract signature.

The BDB Starter allows the Customer to assess their performance against industry peers on Total, Dimension, Criterion and Question Score level. Moreover, it includes filtering options by geographic regions and countries.

**Peer Practices Database (PPD)**

The company will be granted access to the Peer Practices Database (PPD) on the CSA Portal for the duration of one year from the date of contract signature.

The PPD allows the Customer to view company examples from peers in over 50 different industries and for most of the questions included in the S&P Global Corporate Sustainability Assessment (CSA). The company examples are developed using publicly-available information relating to such other companies.

Access to both the BDB Starter and PPD is subject to the acceptance of the General Terms and Conditions (GTC) of S&P Global Switzerland SA on the CSA Portal (available at this URL: [https://portal.csa.spglobal.com/survey/documents/General\\_Terms\\_and\\_Conditions.pdf](https://portal.csa.spglobal.com/survey/documents/General_Terms_and_Conditions.pdf)).

**Date of Delivery:**

Access to the online PPD and BDB Starter is granted upon the signature of this agreement by both Parties.

**Pricing:**

Private Benchmarking – Methodology Year 2023	EUR	10'000
50 % discount for first year participant	EUR	- 5'000
Benchmarking Database – Starter Version	EUR	990
100% discount for Private Benchmarking client	EUR	-990
Peer Practices Database	EUR	2'490
100% discount for first year participant	EUR	-2'490
<b>TOTAL</b>	<b>EUR</b>	<b>5'000</b>

b) S&P Global shall not be entitled to act in any way as representative of the Customer.

### 3. Delivery

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The deliverables, where applicable, will be made available through a secure online platform via a unique login. The access to such online platform will be granted by S&P Global.

S&P Global Switzerland SA and its affiliates and third-party providers are not liable for any loss, inaccuracy, damage or delay of or concerning the deliverables to the Customer, its designated agents or any third party, including, without limitation, arising from or related to late or non-delivery caused by the Customer, its affiliates or any third-parties mandated by the Customer. Further, notwithstanding anything herein to the contrary, confidentiality and related use restrictions shall not apply to any data items, responses or other information (including, without limitation, information in supporting documents) that are provided in response to questions that require publicly available evidence or to any data items or information (including, without limitation, in connection with the MSA or Supporting Documents) that are separately validated through publicly available sources.

## 4. Use of Services and Information by the Customer

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The Customer acknowledges that the S&P Global Corporate Sustainability Assessment and the underlying sustainability criteria are S&P Global's proprietary information and is protected by copyright. Title to, and ownership of, all intellectual property rights in the Services shall remain with S&P Global and this Agreement will not transfer to Customer title to, or any intellectual property rights in the Services. Similarly, all applicable rights in copyrights, trademarks, patents and trade secrets in the Services are and will remain with S&P Global. For the avoidance of doubt, unless specifically permitted by S&P Global, copying of, use of, access to or distribution of the Portal or any information, data or software contained therein or derived therefrom, including without limitation, the Scores, is a material breach of this Agreement and shall cause S&P Global and/or their third-party providers irreparable injury that cannot be adequately compensated for by means of monetary damages. S&P Global may enforce the provisions hereof for itself and for its applicable third-party licensors (if any) by means of equitable relief (including injunctive relief) in addition to any other rights and remedies that may be available. In the event S&P Global has commercially reasonable grounds to believe Customer is violating the terms and/or conditions set forth in this, S&P shall have the right to suspend Customer's access to the Portal and any information contained therein.

Notwithstanding the foregoing, Customer shall designate its authorized users and agents in the CSA portal or via e-mail to S&P Global, such users and agents having access to the Customer information provided in connection with the S&P Global services hereunder. Further, subject to the terms and conditions of this Agreement, the Customer is entitled to (i) use the output of the Services for internal purposes as they deem appropriate in their reasonable business discretion, and (ii) disseminate the output of the Services to its investors, board of directors, and officers in accordance with applicable laws and regulation solely for such recipient's internal use ("Permitted Distribution"). Any external use of the Services by Customer other than Permitted Distribution is prohibited and shall require a separate agreement between the Customer and S&P Global.

## 5. Liability

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S&P Global and Customer shall exercise their respective duties hereunder with the diligence and care customary in their profession. S&P Global shall render the services described herein on the basis of publicly available information and specific information provided to S&P Global by Customer.

The Customer understands that the Services are based on information provided to S&P Global on the basis of the CSA via direct questions and publicly available information. Therefore, S&P Global does not warrant the accurateness, reliability, timeliness and/or completeness of such information.

Furthermore, S&P Global does not warrant, guarantee or make any representations regarding the use, or the results of use, of the Services in terms of accuracy, reliability, timeliness, completeness or otherwise.

To the extent permitted by law, S&P Global, shall not be liable for any direct, indirect, or consequential damages arising out of or in connection with the use of Customer's responses, information or other documentation provided by Customer to S&P Global for purposes of the CSA,

any results or outcomes of the CSA, including without limitation, the scores, the MSA or its related outcomes and analyses, or any other information resulting or deriving therefrom.

Customer represents and warrants that it has the right to provide to S&P Global its responses and documents, or any other information or submissions to S&P Global in accordance with this Agreement. Further, Customer is solely liable and responsible for compliance with applicable law, regulation, rule, and policy, including without limitation, all applicable anti-bribery, anti-corruption, and privacy laws and regulations in connection with Customer's provision to S&P Global of any such responses, documentation, and any other information under this Agreement.

Each of the parties acknowledge that monetary damages may not be a sufficient remedy for any breach of this Agreement by the other and that the non-breaching party shall be entitled to seek any other additional remedy available (including, without limitation, injunctive relief).

With regard to other important legal issues we refer Customer to the disclaimer as stated on <https://portal.csa.spglobal.com> and at <https://www.spglobal.com/en/terms-of-use>. To the extent any personal information is collected by S&P Global, it will be processed in accordance with our Privacy Policy <https://www.spglobal.com/en/privacy/privacy-policy-english>. S&P Global's Use of Information & Confidentiality Policy containing similar terms as set out herein is available at: [https://portal.csa.spglobal.com/survey/documents/Use\\_of\\_Information\\_Policy.pdf](https://portal.csa.spglobal.com/survey/documents/Use_of_Information_Policy.pdf)

## 6. Fees

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The consideration to be paid by the Customer for the Services described in clause 2a here of shall be payable within 30 days of receipt of invoice. The fee stated in clause 2a does not include any taxes and additional charges (e.g. VAT). S&P Global does not grant any further discounts (e.g. cash discounts for prompt payment). This clause prevails over any general procurement agreements the Customer may consider applicable. For the avoidance of doubt, any taxes (including, but not limited to, withholding, value-added, sales use and similar taxes) applicable to the service fees stated in clause 2a shall be paid by the Customer. As stated above, the service fee mentioned in clause 2a is exclusive of any such applicable additional charges (e.g. taxes). Notwithstanding the above, Customer shall not be responsible for any income taxes applicable to S&P Global.

If the Customer requests additional assistance and/or services, the fees and other terms and conditions will be set forth in a separate agreement between S&P Global and the Customer.

## 7. Term

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This Agreement will become effective as of the date of the last signature below ("Effective Date") and will be valid and effective until the earlier of (i) both Parties hereto, S&P Global and the Customer, fulfilling their respective duties under this Agreement, or (ii) one (1) year from the Effective Date hereof ("Term"), unless otherwise agreed between the Parties in writing.

S&P Global shall have the right to suspend or terminate this Agreement or its engagement with Customer with immediate effect (i) in case of any known or suspected violation by Customer of (a) any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, Switzerland, the United Kingdom or other relevant sanctions authority (collectively "Sanctions"), and/or (b) any regulation and/or law now or hereinafter in effect; and (ii) in case Customer becomes fifty percent (50%) or more owned or controlled, directly or indirectly, by (x) any person, entity, agency, or an instrumentality of an entity that is the subject of Sanctions, or (y) the government of a country that is the subject of territorial Sanctions, or is located, organized, or resident in a country that is the subject of territorial Sanctions.

## **8. Marketing**

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In addition to the terms and conditions in Section 11, Customer agrees that its company name will not be listed in S&P Global's Sustainability Yearbook of the respective CSA methodology year, even if the assessment and related score fulfill S&P Global's methodology requirements for such inclusion as amended from time to time.

The Customer acknowledges and agrees to use the assessment and related score(s) only for internal purposes, and does not use it for any external purposes such as external communication or marketing in any form.

## **9. Miscellaneous**

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Each Party (S&P Global and/or the Customer) shall keep this Agreement confidential and shall not disclose it to anyone without the prior written consent of the other Party, except for information disclosed by the receiving Party to satisfy a demand by law, by any court of competent jurisdiction, by any competent governmental or regulatory body, provided however, that in such case the receiving Party shall advise the disclosing Party of the proposed disclosure prior to disclosure and allow the disclosing Party the opportunity to challenge such demand.

This Agreement and all its amendments can also be bindingly signed via electronic signature by either party. However, the parties do still represent to have the Agreement, or its amendments signed by their respective duly authorized representative(s).

All amendments to this Agreement shall not be valid unless made in writing.

If any provision of this Agreement is held by a court to be invalid, illegal or unenforceable and can be deleted without altering the essence of this Agreement, the invalid, illegal or unenforceable provision will be severed and the remaining provisions will remain in full force or effect. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability (as appropriate).

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

## 10. Use of Information Policy and Disclaimer

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The following use of information policy [also available at this URL: [https://portal.csa.spglobal.com/survey/documents/Use\\_of\\_Information\\_Policy.pdf](https://portal.csa.spglobal.com/survey/documents/Use_of_Information_Policy.pdf)] ("Policy") shall govern and control any corporate information which has already been provided or will be provided by the Customer to S&P Global within the scope of the annual S&P Global Corporate Sustainability Assessment where Customer opts to elect for a public assessment.

By responding to the Corporate Sustainability Assessment (CSA) via the online CSA portal ("Portal") as part of the Private Benchmarking service, Customer provides S&P Global Switzerland SA, including its S&P Global Inc.'s related, affiliated and/or subsidiary companies (hereinafter referred to as "S&P Global"), with certain data and information concerning itself (hereinafter referred to as "Data Points"); Customer's supporting documents containing company information (hereinafter referred to as "Supporting Documents"); and additional comments and insights in the Confidential Additional Comment field (hereinafter referred to as "Confidential Additional Comment") in response to certain CSA questions.

Supporting Documents and Confidential Additional Comments will only be used to validate and enhance Data Points. Except as provided above, Supporting Documents and Confidential Additional Comments shall otherwise be kept confidential. For clarity, confidentiality shall also apply to any Supporting Documents and Confidential Additional Comments provided by Customer in the Feedback Survey and Future Questions sections of the questionnaire or to information provided in response to a Media and Stakeholder Analysis (hereinafter referred to as "MSA") information request.

S&P Global uses its proprietary methodology to aggregate Data Points into numerical scores (hereinafter referred to as "Scores"), such Scores may also include the outcomes of the MSA review. S&P Global reserves the right to use the Scores and the Data Points (excluding any Supporting Documents and/or Confidential Additional Comments) for (i) internal research purposes, (ii) due diligence and validation requirements on Scores; and (iii) research projects involving selected external parties and pursuant to appropriate confidentiality agreements.

S&P Global explicitly reserves the right to provide the Scores to certain third-party data publication platforms, without any reference to the specific company a Score relates to. S&P Global may change a company's Score(s) from time to time in accordance with its methodologies, policies and procedures. As a result of a change to a company's Score(s), the relative industry position (if any) of a company may also change. Industry positions are also subject to change as the number of assessed companies increases throughout the year. S&P Global will not publish or redistribute Data Points or Scores that are calculated solely for testing or trial purposes in the CSA, including any information provided in the Feedback Survey or Future Questions sections of the CSA, except that S&P Global

reserves the right to publish such Data Points and Scores in aggregated form without naming individual companies.

S&P Global uses its proprietary MSA methodology to reflect a corporate controversy in the Score based on the impact of the controversy on a company (“Impact Rating”) and an analysis of the impact of the company response (“Response Rating”). S&P Global reserves the right to distribute, publish, or otherwise use, directly or through third-party co-operations, in whole or in part, including without limitation, in report form, the outcomes of the MSA, including the Impact Rating and Response Rating and excluding any of Customer's responses to the MSA that are not available in the public domain (which will be kept confidential).

Notwithstanding anything to the contrary herein, S&P Global shall have the right to share the Scores, Data Points, Supporting Documents, Confidential Additional Comments and any other information and responses provided to S&P Global by Customer (including, without limitation, information submitted via the Portal) to regulators, authorities, or S&P Global’s authorized financial, legal and audit advisors solely to the extent required to meet legal and regulatory requirements. Further, notwithstanding anything herein to the contrary, confidentiality and related use restrictions shall not apply to any Data Points or other information (including, without limitation, information in Supporting Documents) that are provided in response to questions that require publicly available evidence or to any Data Points or other information (including, without limitation, in connection with the MSA or Supporting Documents) that are separately validated through publicly available sources.

To the extent permitted by, law S&P Global shall not be liable for any direct, indirect, or consequential damages arising out of or in connection with the use of the Scores, Data Points, Supporting Documents, Confidential Additional Comments, the MSA and its related outcomes and analyses, or any other information provided hereunder to S&P Global. Customer represents and warrants that It has the right to provide the Supporting Documents, Data Points, Confidential Additional Comments and/or any other information or responses to S&P Global in accordance with this Policy. Further, Customer is solely liable and responsible for compliance with applicable law, regulations, rules, and policies in connection with Customer's provision to S&P Global of any such Supporting Documents, Data Points, Confidential Additional Comments and any other information hereunder. In the event of any conflict between the terms of another written agreement with S&P Global concerning the subject matter hereof or concerning another S&P Global ESG assessment or offering and the terms herein, the other written agreement with S&P Global shall prevail with respect to such conflicting terms.

With regard to other important legal issues, please refer to the disclaimer <https://portal.csa.spglobal.com/survey/documents/Disclaimer.pdf> and at <https://www.spglobal.com/en/terms-of-use>. To the extent any personal information is collected by S&P Global, it will be processed in accordance with our Privacy Policy <https://www.spglobal.com/en/privacy/privacy-policy-english>.

## 11. Product specific clauses

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Notwithstanding anything to the contrary in Section 10, the following product specific terms and conditions in this Section 11 shall apply to Customer's access and use of the Product. By way of clarity, in the case of a direct conflict of terms between Section 10 and this Section 11 with respect to Customer's use of the Product, this Section 11 shall control.

### **Private Benchmarking**

#### **Fees:**

EUR 5'000 are invoiced after signing this Agreement.

In case S&P Global is not able to complete its Service to the Customer, for reasons caused by S&P Global, the fee will be fully refunded. For the avoidance of doubt, a delay by S&P Global shall not be seen as failure to render the service.

A 1-hour debriefing call to explain key findings is included when purchasing one or more sustainability services. This debriefing call is to be executed within six months upon delivery of the Services and the date shall be mutually agreed upon by both Parties

Invoice shall be sent disregarding the delivery date of the 1-hour debriefing call. S&P Global has the right to withhold the provision of such 1-hour debriefing call in case the payment of the invoice is overdue.

#### **Term and Termination:**

Notwithstanding the above in paragraph "Term", if the Customer has requested a Private Benchmarking based on the Corporate Sustainability Assessment, it shall have the right to terminate, or not to extend the Agreement within 30 days of the request provided the Private Benchmarking has not commenced. Termination of the Private Benchmarking Service is effectively a termination of this Agreement. If the Private Benchmarking has commenced prior to a request for termination, the Customer shall pay all fees for services rendered prior to termination, shall not receive a score nor any other services hereunder, nor shall it receive a refund of any prepaid fees for such services.

During the Term S&P Global shall have the right to terminate this Agreement with immediate effect, should one of its competitors directly or indirectly take control over the Customer. In any case, S&P Global shall have the right to terminate this Agreement without cause with a prior written notice to Customer of 14 days. In the case of S&P Global's termination without cause, Customer shall receive a pro-rata refund of prepaid unearned fees for services rendered prior to termination.

#### **Communication:**

Accordingly, the Customer acknowledges and agrees to use the assessment and related score(s) only for internal purposes and will not use it for any external purposes such as external communication in any form. In that case Customer may:

- Select a different industry classification and related questionnaire for the assessment.
- Provide non-English language documents subject to S&P Global's capability of reading and understanding those documents. In case non-English language documents are provided as

evidence, the relevant sections and/ or paragraphs need to be provided together with an English translation. Acceptance is subject to S&P Global's discretion.

After the submission of the questionnaire to S&P Global additional information can be provided:

- Based on requests by S&P Global.
- If the Customer announces late availability of such information in advance or if Customer was not able to provide the information by the time the questionnaire was submitted and was ready to accept an assessment without the consideration of such information. The acceptance of such information is subject to S&P Global's discretion only.

The Customer acknowledges that If additional information is provided after the submission of the CSA questionnaire to S&P Global, then the delivery of the Service might be postponed or modified at a later time.

After a score and/or scorecard has been communicated to Customer by S&P Global, no additional information can be accepted. The assessment score is deemed final; provided, however, that. S&P Global Inc. may change a company's score from time to time, in accordance with our methodologies, policies and procedures. As a result, if and to the extent applicable, the ranking of companies in the related industry may also change. If and to the extent applicable, industry rankings are also subject to change as the number of assessed companies increases throughout the year. For the most up to date information on scores and rankings please visit [www.spglobal.com/esgscores](http://www.spglobal.com/esgscores).

If Customer decides at a later point in time to have its CSA Scorecard and the S&P Global ESG Scores resulting from this assessment published, a formal amendment to this Agreement must be signed and Customer shall be bound by the standard Use of Information and Confidentiality Policy referred to in Section 10 above. The CSA Scorecard and S&P Global ESG Scores can only be published if the underlying assessment is based on the Regular CSA Methodology and the official Global Industry Classification Standard (GICS). It is at the discretion of S&P Global to include the Customer in the Sustainability Yearbook of the respective CSA methodology year. No fees paid by the Customer will be refunded.

## **12. Relation to Other Agreements**

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In case S&P Global implicitly enters prior and/or subsequent to this present Agreement into any other agreement with the Customer for the same Service(s) described in clause 2 above, in which the Customer's corporation and/or his affiliates state(s) its/their general terms and conditions, this present Agreement shall prevail the other agreement.

## **13. Force Majeure**

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In the event of any act of God, war-like operation, rebellion, riot, labor action, civil war, operation disaster, epidemic, disease outbreak, pandemic or action taken beyond or outside the reasonable control of the Parties herein preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "force majeure") then the Party affected by such force

majeure continues but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given to the other Party of any such inability by the affected Party. The same applies with the additional right of S&P Global to delay the provision of the Services in case of a force majeure event if the circumstances under which the Services would need to be rendered by S&P Global can – objectively seen – not be deemed to be safe for the S&P Global employees.

- a) The Party invoking force majeure shall upon termination of such force majeure give prompt written notice thereof to the other Party.
- b) Should force majeure continue for a period of more than 60 (sixty) days, then either Party shall be entitled forthwith to terminate this Agreement in which event no Party shall have any further obligation or liability towards the other under this Agreement, except for liabilities or obligations or entitlements which accrued prior to date of termination.

## **14. Breach**

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- a) Failure by either the Customer or S&P Global to comply with any of the terms of this Agreement and provided such failure continues for a period of 7 (seven) days after receipt by the defaulting Party of a notice (“the default notice”) calling upon the defaulting Party to remedy the breach, shall constitute a breach of this Agreement.
- b) Should the defaulting Party not rectify the breach within the notice period, the aggrieved Party may, without prejudice to any rights or remedies it may have in law, terminate this Agreement without any notice to the defaulting Party. Section 5 herein will apply with regard to liability in such a case.

## **15. Cession and Delegation of Rights and Liabilities**

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Agreement may not be assigned or transferred by either party without the prior written consent of the other party and any attempted assignment or transfer shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding the foregoing, a party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets.

Notwithstanding the above, either Party may on written notice to the other Party cede and delegate its rights and obligations under this Agreement to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of a restructuring process.

## 16. Application Law and Legal Venue

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This Agreement shall in all respects be governed by and construed in accordance with substantive Swiss law. Any dispute arising out of or in connection with this document or breach thereof shall be exclusively settled by the ordinary courts of the City of Zurich, Switzerland. S&P Global may update this Agreement at any time as may be required due to changes in relevant law, regulation, rule, or internal policy. This Agreement may not be amended or any provision hereof waived, in whole or in part, except by a writing signed by both parties hereto.

## 17. Domicilia and Notifications

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- a) Each Party chooses its *domicilium citandi et executandi* (“domicilium”) for all purposes under this Agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement (“notice”), as follows:

**AB Ignitis Grupe:**

**S&P Global Switzerland SA, Lausanne, Zweigniederlassung Zuerich:**

Or at such other physical address of which the Party concerned may notify the other in writing. For the avoidance of doubt, such *domicilium* does not have any impact on the applicable jurisdiction and law defined under clause 16 of this Agreement.

- b) Any notice required or permitted to be given under this Agreement shall be valid and effective only if in writing and shall:
- i) if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - ii) if posted by pre-paid registered post be deemed to have been duly received by the addressee on the 14<sup>th</sup> (fourteenth) day following the date of such posting; or

iii) if successfully transmitted by email or facsimile be deemed to have been received by the addressee 1 (one) day after dispatch.

c) Notwithstanding anything to the contrary contained in this Agreement, written notice of communication actually received by one Party from the other Party including by way of email or facsimile transmission shall be adequate written notice of communication to such Party.

d) Any Party may by notice to other Party change its *domicilium* to another physical address and such change shall take effect on the 7<sup>th</sup> (seventh) day after the date of receipt by the Party who last receives the notice.

Place and Date: \_\_\_\_\_

**S&P Global Switzerland SA, Lausanne, Zweigniederlassung Zuerich**

Place and Date: \_\_\_\_\_

**AB Ignitis Grupe**