

CONTRACT No [●]

[●][●] 2021, Vilnius

UAB “Ignitis grupės paslaugų centras”, a private limited liability company lawfully incorporated and operating in accordance with the laws of the Republic of Lithuania, legal entity registration number 303200016, VAT identification number LT 100008194913, at the address A. Juozapavičiaus g. 13, Vilnius, Republic of Lithuania, data on the company is accumulated and stored in the State Enterprise Centre of Registers (hereinafter referred to as the **“Client”**),

and

DLA Piper UK LLP, a limited liability partnership legally registered and operating in accordance with the laws of England and Wales, Companies House number OC307847, VAT number GB 823 8098 15, registered office address 3 Noble street, London, EC2V 7EE, United Kingdom (hereinafter referred to as the **“Service Provider”**),

both of them jointly shall hereinafter be referred to as the **“Parties”** and each of them individually shall hereinafter be referred to as the **“Party”**,

WHEREAS:

(A) The Client requires the **Services** (hereinafter referred to as **‘the Services’**) specified Annex 1 to the Contract **“Order”**

(B) The Client conducted procurement of the legal services (hereinafter referred to as **‘the Procurement’**);

(C) The Parties have concluded the Preliminary Contract on 9th January 2018, (hereinafter referred to as **‘the Preliminary Contract’**);

(D) The Service Provider’s Tender was acknowledged as the successful one (hereinafter referred to as **‘the Tender’**);

THEREFORE, the Parties have come to an agreement and concluded this Public Service Contract (hereinafter referred to as **‘the Contract’**).

1. SUBJECT MATTER OF THE CONTRACT

1.1. By this Contract the Client shall agree with the Service Provider regarding the scope of the Services provided by the latter under the Contract and the conditions thereof, and the Service Provider shall agree to provide the Services agreed by this Contract under the procedure and within the terms specified in this Contract.

1.2. By this Contract the Service Provider shall undertake to provide all the Services specified in the Order within the terms, in the language and under other conditions specified in the Order and (or) the Tender.

1.3. The Services shall be provided in accordance with the Client’s instructions and the provided information, legislations of the Republic of Lithuania, the Preliminary Contract, this Contract, the Order, and the Tender.

1.4. Both the legal entity having signed this Preliminary Contract and any legal entity directly or indirectly managed by AB Ignitis grupė, represented by this entity may be regarded as the Client under this Contract

2. CONTRACT PRICE AND SETTLEMENT CONDITIONS

2.1. The Client shall pay the Service Provider based on the price of the Tender (price rate) submitted by the latter during the Resumed Submission of Tenders and, where necessary, shall cover the Overheads agreed upon with the Client in advance, the amount whereof is specified in the Preliminary Contract.

2.2. The total price of the Contract shall amount up to EUR 54 450,00 (fifty - four thousand four hundred and fifty euro 00 ct). The total price of the Contract shall include the following:

2.2.1. The price of the Services equals to EUR 35 000,00 (thirty-five thousand euro 00 ct), net of VAT;

2.2.2. Value added tax (VAT) 21%: EUR 9 450,00 (nine thousand four hundred and fifty euro 00 ct).;

2.2.3. Overheads - not more than 10.000,00 EUR (ten thousand euro 00 ct) net of VAT.

2.3. The Client shall pay the Service Provider for the actually provided Services based on the Service Provider’s specialist team’s price rate per 1-hour EUR excluding VAT, specified in Annex No. 2. The Service price rate shall not be changed during the validity period of the Contract.

3. NOTIFICATIONS

3.1. All notifications and other correspondence sent by the Parties to each other under the Contract shall be delivered in person, mailed via recorded mail or e-mailed to the addresses and e-mail addresses specified below:

3.1.1. DLA Piper UK LLP

3.1.2. UAB "Ignitis grupės paslaugų centras"

4. FINAL PROVISIONS

4.1. This Contract shall enter into force upon signing thereof by both Parties and shall be valid period of the Preliminary Contract.

4.2. All provisions of the Preliminary Contract, declarations and guarantees, rights and obligations of the Parties as well as other conditions of the Preliminary Contract shall be applicable to this Contract under the same procedure and within the same scope, except provisions regarding the procedure of the Resumed Submission of Tenders.

4.3. Annexes attached to this Contract:

Annex 1 to the Contract – the Order, 1 page;

Annex 2 to the Contract – the Tender, 1 page.

Legal addresses and signatures of Parties

The Service Provider

DLA Piper UK LLP

The Client

UAB „Ignitis grupės paslaugų centras“

Annex 1 to the Contract

THE ORDER – TECHNICAL SPECIFICATION

1. TERMS AND ABBREVIATIONS

1.1. **The Company:** Ignitis grupės paslaugų centras UAB

1.2. **'Resumed Competition'** means the resumed competition among the Suppliers for the conclusion of the Contract carried out in accordance with the conditions and procedure laid down in legal acts and the Preliminary Contract.

1.3. **'Updated Tender'** means the updated tender for the conclusion of the Contract being submitted in accordance with the conditions and procedure laid down in legal acts and the Preliminary Contract.

1.4. **'Tender'** means the entirety of the documents submitted in writing and data provided by electronic means by the Supplier.

1.5. **'Preliminary Contract'** means Contracts No 2017/2/0143 concluded by the Company and the Supplier on 09/01/2018, 10/01/2018, 27/01/2018, and 31/01/2018.

1.6. **'Supplier'** means the economic entity who has concluded the Preliminary Contract with the Company and who is a natural person, private or public legal entity, another organisation or division thereof or a group of such persons.

1.7. **‘Successful Tenderer’** means the Supplier who has submitted the successful tender in the Resumed Competition and with whom the Company is concluding the Contract.

1.8. **‘Contract’** means the contract being concluded between the Successful Tenderer and the Company on the Object of Procurement.

1.9. **‘Legal Services’** means the services that include legal consulting, document drafting, review, and commenting, negotiations strategy and other related matters, participation in negotiations and representation in institutions, where required, in accordance with the law of the United Kingdom of Great Britain and Northern Ireland or England, on the participation in the company (incorporated in England and Wales) developing an offshore wind farm, where the Client has 5% of the shares.

1.10. **‘Client’** means UAB Ignitis renewables.

1.11. **‘Overheads’** means the unavoidable costs incurred by the Successful Tenderer (including its specialists) during the provision of the Legal Services for the services provided by the third parties, i.e. costs of international trips to the place of the provision of the Legal Services and accommodation at the place of the provision of the Legal Services, as well as the unavoidable costs incurred by the provider of the Legal Services in the course of the provision of the Legal Services (notaries, bailiffs' fees, public administration entities or state taxes, charges, and fees, fees and charges for the use of state registers, translation, certification, and apostillation or other document legalisation costs, and fees for search of information ordered by the Client).

1.12. **‘Conflict of Interest’** means a situation where, either directly or indirectly, there is or may occur a conflict of interests of the existing clients of the Supplier (his lawyers, associate lawyers, other employees, members (partners), other persons engaged in legal practice in the same working place or in another working place using the same trade mark), who are third parties, and those of the Client and/or any legal entity controlled by AB Ignitis grupė during the Procurement Procedures and the validity of the Preliminary Contract. It also includes a situation where the Supplier (his lawyers, associate lawyers, other employees, members (partners), other persons engaged in legal practice in the same working place or in another working place using the same trade mark) provide legal services to a third party (third parties) and which, either directly or indirectly, may entail the risk related to the infringement of obligations of confidentiality, loyalty, operation exclusively in the interests of the Client and/or any legal entity controlled by AB Ignitis grupė, or to obtaining of unjustified advantage. In case of the Conflict of Interest or a potential situation of the Conflict of Interest, the Client and/or legal entity controlled by AB Ignitis grupė, either directly or indirectly, shall have the right to authorise the provision of the Legal Services in writing.

2. OBJECT OF THE ORDER

2.1. The Legal Services as specified in Clause 1.9.

2.2. Description of the situation: in 2020 the Client acquired 5% of the shares with the company incorporated in England and Wales, developing an offshore wind farm. During the acquisition the client was represented by the external counsels. SPA, Call Option Agreement and Deed of Amendment of Shareholders Agreement were signed. Currently there is a need to amend the Deed of Amendment of Shareholders Agreement and (or) Shareholders Agreement.

2.2. Conflict of interest

2.2.1. If the Supplier finds that he is unable to provide services due to the Conflict of Interest, he must inform the Company to that effect.

2.3. Overheads

2.3.1. Overheads are not included in the price of the Legal Services. The amount of the reimbursed Overheads during the period of validity of the Contract shall not exceed EUR 10,000 exclusive of VAT.

2.3.2. The Overheads incurred by the Supplier in relation to the provision of the Legal Services may only be compensated if they were agreed upon with the Client in advance, in accordance with documents substantiating actual costs incurred, and at prices not higher than market prices. In all cases, the Supplier, when incurring the Overheads, shall be guided by the principle of economic efficiency (e.g. shall purchase economy class travel transport tickets and use services of economy class hotels). The profit of the Supplier may not be included in the Overheads.

3. SCOPE OF THE OBJECT OF THE ORDER

3.1. Scope of Services – not more than 100 hours and the Overheads.

3.2. The Client has the right to adjust the scope of the Legal Services (in hours) not exceeding the maximum total amount (in hours) indicated in the Contract and total price of the Legal Services indicated in the Contract. The Client shall not undertake to purchase the entire maximum amount or any part of amount of Legal Services (in hours) indicated in the Contract.

3.3. The Overheads are being purchased in addition to Legal Services.

REQUIREMENTS FOR THE OBJECT OF THE ORDER

- 4.1. Taking into account the nature of the Legal Services to be purchased, the Legal Services shall cover all actions which, in accordance with the requirements of the legal acts of the United Kingdom of Great Britain and Northern Ireland or England and the objectives set by the Client, must be performed in order to achieve the goal of the acquisition of the Legal Services, including, but not limited to:
- 4.1.1. drafting and/or assessing and/or reviewing and/or adjusting the necessary contractual and related documents in the context of the legal regulation of both the United Kingdom of Great Britain and Northern Ireland or England and the European Union;
 - 4.1.2. providing verbal and/or written consultations and answering the Client's questions;
 - 4.1.3. identifying potential risks to the Client, indicating any uncertainties or other shortcomings that pose a potential risk to the Client, and providing proposals on risk management;
 - 4.1.4. if needed, representing the Client's interests in institutions, undertakings, bodies and/or organisations of the United Kingdom of Great Britain and Northern Ireland or England and/or other states and/or municipalities of the European Union, in other undertakings, bodies and/or organisations and in communication with natural persons on issues related to the aforementioned Legal Services.
- 4.2. Should the Client have any questions regarding costs, proposals or arguments, their clarity or comprehensiveness, the Successful Tenderer, if the Client requests so, shall orally respond to the Client's questions, explain or supplement the reasons if, in the opinion of the Client, they are not sufficiently comprehensive or clear. In such a case, the period for the provision of the Legal Services may be extended at the discretion of the Client. It shall be considered that the Legal Services have been provided when the Client no longer submits any questions on the conclusions, proposals or arguments and no longer requests to update or supplement the provided answers.
- 4.3. The provision of the Legal Services to be purchased shall be subject to all the provisions of the Preliminary Contract and the Contract.
- 4.4. The data on the Legal Services to be purchased, which may be necessary for the high-quality provision of the Legal Services, constitute a commercial secret. Detailed information and documents necessary for the proper provision of the Legal Services shall be provided to the Successful Tenderer before the beginning of the provision of the Legal Services. The non-disclosure of specific data in this order shall not affect the Suppliers' possibilities to submit the Tenders.
- 4.5. The Legal Services shall be provided in English.

5. TIME LIMITS FOR THE PERFORMANCE OF OBLIGATIONS

- 5.1. The provision of the Legal Services shall start when the Client indicates the need and they shall be provided within the time limits specified by the Client and agreed upon with the Successful Tenderer.
- 5.2. In any case, the Legal Services shall be provided during a period not exceeding the period of validity of the Contract and without exceeding the price and/or scope of the Legal Services established in the Contract. The Client does not undertake to purchase the entire volume of the Legal Services purchased during the Resumed Competition.
- 5.3. The Legal Services shall be provided in accordance with separate oral or written instructions submitted by the Client's authorised representatives during the period of validity of the Contract.

6. APPLICABLE PRICING

- 6.1. A fixed rate shall be paid to the Supplier for hours actually spent on providing Legal Services
- 6.2. During the period of the execution of the Contract, the Legal Services shall be paid for in accordance with the hourly rates of the Legal Services as proposed by the Successful Tenderer. In addition, the reimbursement of costs of the execution of the Contract provided for in the Preliminary Contract for the overheads incurred by the Successful Tenderer shall apply (the amount of the reimbursed Overheads during the period of validity of the Contract may not exceed EUR 10,000 exclusive of VAT).

The Service Provider
DLA Piper UK LLP

The Client
UAB „Ignitis grupės paslaugų centras“

The Tender

No	Object of procurement	Maximum quantity of legal service hours offered by the supplier during the period of validity of the Contract	Price rate per working hour, EUR, net of VAT
1.	Legal consulting, document drafting, review, and commenting, negotiations strategy and other related matters, participation in negotiations and representation in institutions, where required, in accordance with the law of the United Kingdom of Great Britain and Northern Ireland or England, on the participation in the company (incorporated in England and Wales) developing an offshore wind farm, where the Client has 5% of the shares.	100	350,00

** Overheads incurred by the Service Provider in relation to provision of the Services may be compensated if they have been coordinated with and approved by the Client in advance, according to the documents substantiating the actual expenses incurred. **The amount of such compensated Overheads may not exceed 10.000,00 (ten thousand) Eur net of VAT.***

The Service Provider
DLA Piper UK LLP

The Client
UAB „Ignitis grupės paslaugų centras“