

Agreement on the use of electronic terminal service scheduling and administration system

[day] [month, year], Klaipėda

Whereas,

- A. **Klaipėdos nafta AB** (hereinafter referred to as the **Operator**) and [Name of the company] (hereinafter referred to as the **Terminal User**) signed the Agreement on the use of the liquefied natural gas (hereinafter – LNG) terminal, under which the Operator provides services of the liquefied natural gas terminal (hereinafter referred to as the **Terminal**) to the Terminal User,
- B. The Rules of the use of the liquefied natural gas terminal (hereinafter – **Rules**) stipulates a possibility to provide and receive information related to Terminal scheduling, nomination arrangement, reports, and other relevant information via electronic means,
- C. to make electronic provision and receipt of information concerning Service scheduling, nomination arrangement, reports and other relevant information available, the Operator installed an information system, by using which the Operator and the Terminal User can exchange information regarding Terminal service scheduling, nomination arrangement, can provide operational information about services provided and other relevant information (hereinafter referred to as the **Electronic Terminal Service Scheduling and Administration System** or **ETSSAS**)
- D. The Terminal User intends to use the ETSSAS, while the Operator intends to provide the Terminal User with access to the ETSSAS.

The Terminal User and the Operator (hereinafter referred to as the **Parties**) entered into this agreement on the use of the electronic terminal service scheduling and administration system (hereinafter referred to as the **Agreement**):

- 1. The Agreement establishes the mutual relations between the Terminal User and the Operator during provision of the ETSSAS services by the Operator, and during the use of the above-mentioned services by the Terminal User.
- 2. Terms and conditions of the use of the ETSSAS are stipulated in the Rules on ETSSAS Use (hereinafter referred to as the **ETSSAS Rules**). By signing this agreement, the Terminal User confirms that he familiarised himself with the ETSSAS Rules before signing the Agreement and undertakes an obligation to observe them.
- 3. Taking into account the legal acts in force in the territories of the Republic of Lithuania and European Union and the applicable requirements for the protection of personal data and cybersecurity (including Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data and repealing the Directive 95/46/EB (hereinafter referred to as the **General Data Protection Regulation**), the User undertakes, during the implementation of the Agreement, to comply with the Information and Cyber Security Policy and Minimum Information and Cybersecurity requirements for external parties (hereinafter referred to as **Requirements**) as an integral part of the Agreement. The requirements are published on the Operator's website at the <https://www.kn.lt/>. Terminal User, when signing this Agreement, unconditionally certify that the Terminal User has become aware and accepts the Requirements prior to the conclusion of the Agreement and that the Terminal User is fully clear and understandable about the scope and content of the Requirements.
- 4. The Operator will provide every authorised person of the Terminal User login details for ETSSAS (user's name and temporary password). The Terminal User will inform the Operator about his every authorized person, to whom login details must be provided, and about the scope of powers of every authorized person regarding the use of the ETSSAS. Provided passwords are confidential and may not be disclosed to third parties. The Terminal User must give an immediate notice to the Operator about any changes of the Terminal User's authorized persons or the scope of their powers (access rights).
- 5. The Parties are aware that access to the ETSSAS can be provided to every authorized person of the Terminal User (employee or any other), provided a prior written application in the form established in the ETSSAS Rules is submitted by such user for access to the information systems. To ensure proper fulfilment of this Agreement and safe operation of the ETSSAS, personal data (forename, surname,

email, phone number) of the Terminal User's authorized persons, as data subjects, will be processed, while the Operator, as the data controller, undertakes an obligation to safeguard such personal data and process them as stipulated in the General Data Protection Regulation, Personal Data Processing Guidelines No. GAI010 approved by the Operator on 13th May 2020 and with subsequent amendments, and recommendation of the State Data Protection Inspectorate. Details of the specific personal data processed by the Operator, the purpose and legal basis for which such personal data are processed and how long such personal data are published in the Personal Data Privacy Policy approved by the Operator, which is publicly available on the www.kn.lt.

6. During first login to the ETSSAS, every authorized person of the Terminal User must change the temporary password stipulated in the Agreement into a unique password unknown to third parties and take all necessary precautions to ensure that the password is not directly or indirectly disclosed or otherwise made known to third parties.
7. The Terminal User understands and agrees that all data provided in the ETSSAS during login in the name of the Terminal User will be considered provided by the Terminal User and equivalent to data provided in writing and properly signed by the Terminal User.
8. The access granted to the Terminal User to the ETSSAS is active and the Terminal User may use the Services during the validity period of the Special Provisions to Terminal User's Contract concluded between the Terminal User and the Operator. Upon termination of the Terminal User's Contract or upon the expiry of its Special Provisions, the Terminal User's access to the ETSSAS shall be suspended and the Terminal User may not use the ETSSAS services. Upon renewal of the Terminal User's Contract or extension of the validity period of its Special Provisions, the Terminal User's access to the ETSSAS becomes active and access to use the ETSSAS services is resumed.
9. The Agreement can be amended exclusively by a written agreement of the Parties.
10. Any Party has the right unilaterally to cancel this Agreement upon at least 3 working days' written notice to the other Party before the day of cancellation of the Agreement. Data submitted to the ETSSAS before the termination of the Agreement shall be deemed to have been duly submitted and enforceable. From the date of termination of the Agreement, the Operator revokes the Terminal User's access to the ETSSAS and the information provided by the ETSSAS becomes invalid.
11. The Agreement is valid indefinitely. If on the basis of Paragraph 8 of the Agreement, the Terminal User's access to the ETSSAS is continuously suspended for more than 6 (six) months, the Agreement shall be automatically terminated and shall be deemed invalid. In this case, the Terminal User's access to the ETSSAS is revoke.
12. The Agreement will come into force upon signing. The Terminal User has the right to starting using the ETSSAS from the moment of signing this Agreement.
13. Any notice, application, request or other information provided under this Agreement must be executed in writing and will be considered provided, if it is delivered directly upon signed acknowledgement, sent by registered mail to electronic mail address specified in Paragraph 14 of the Agreement.
14. Addresses and bank details of the Parties:

Kaipėdos nafta AB

Burių g. 19, a/d 81, LT-91003, Klaipėda
Company code: 110648893
VAT payer's code: LT106488917
Phone: 8~46 391 772
E-mail: info@kn.lt
Bank account:
LT907044060000764196
Bank: SEB bankas AB
Bank code: 70440
SWIFT/BIC code: CBVILT2X

[Name of the company]

[address]
[Registration number]
[VAT payer's code]
Phone No: [phone number]
Email: [electronic mail address]
Bank account:
[account number]
Bank: [bank name]
Bank code: [bank code]
SWIFT/BIC code: [code]

15. The Parties must inform each other in writing without any delay (in no event later than within 2 working days) about any change in the details specified in Paragraph 14. In case of absence of such written notice, all notices and other information for the purpose of this Agreement will be considered properly provided if sent according to the details specified in Paragraph 14.

16. This Agreement shall be governed by the law of the Republic of Lithuania. Any disputes arising from this Agreement shall be settled by mutual agreement. If the parties fail to reach an agreement, disputes shall be settled in courts of the Republic of Lithuania in accordance with the procedure laid down by laws of the Republic of Lithuania.
17. The Agreement is executed in 2 (two) copies with equal legal power - 1 (one) copy for each Party. The Parties may agree on the signing of the Agreement by qualified electronic signature or the exchange 1 (one) signed scanned copy of this Agreement between the Parties with equal legal power. The Parties shall exchange signed copies of the Agreement only by e-mail, unless otherwise agreed between the Parties. The Parties confirm that the signing of the Agreement by all the above means shall be considered appropriate and acceptable to the Parties.

Kaipėdos nafta AB

[Name of the company]

[forename, surname]
[position]

[forename, surname]
[position]