

PUBLIC COMPANY ORLEN LIETUVA
GENERAL TERMS & CONDITIONS FOR PAID SERVICES AGREEMENT

Article 1. TERMS & DEFINITIONS

1. **Customer** – Public Company ORLEN Lietuva, with its registered office located at Mazeikiu Str. 75, Juodeikiai Village, LT-89467 Mazeikiai District, Lithuania, registered with the Register of Legal Entities of the Republic of Lithuania, legal entity code 166451720, VAT payer code LT664517219.
2. **Service Provider** – a person with whom the Customer has concluded an agreement.
3. **Party / Party to the Agreement** – the Customer and/or the Service Provider.
4. **Paid Services Agreement (hereinafter – the Agreement)** – a paid services agreement concluded by and between the Customer and the Service Provider – a document which, when signed by the Parties, confirms the conclusion of a transaction for rendering of paid services. It includes the General Terms & Conditions for Paid Services Agreement, the Special Terms & Conditions for Paid Services Agreement, their attachments (if any) as well as arrangements on amendments (if any) to the General and Special Terms & Conditions for Paid Services Agreement. In case of any discrepancies between the General Terms & Conditions for Paid Services Agreement and the respective Special Terms & Conditions for Paid Services Agreement, the provisions of the respective Special Terms & Conditions shall prevail.
5. **General Terms & Conditions for Paid Services Agreement (hereinafter – GTC)** – the following terms and conditions for paid services agreement.
6. **Special Terms & Conditions for Paid Services Agreement (hereinafter – STC)** – the agreement terms and conditions separately agreed by the Parties and set out in a separate document: detailed scope of services, term of validity, value of agreement, service fees or fixed price, discounts, specifications, guarantees, technical tasks, service provision deadlines, place of services, and other terms & conditions.
7. **Paid services (hereinafter – the Services)** – all paid services (including the goods required for rendering of services, if any) rendered by the Service Provider to the Customer, except for lease/rent, contracted works, scientific research, testing, construction and process engineering works, assignment, commission, carriage and freight forwarding, custody, trust of property, bank deposit, account and settlement services, as well as the services rendered in case of employment or any other subordination relationship, if any, between the Customer and Service Provider.
8. **Fixed price** – a specific amount agreed by the Parties for fully accomplished Services and fulfillment of all the terms & conditions of the particular Agreement.
9. **Not-to-be-exceeded amount** – a preliminary amount agreed by the Parties but not guaranteed by the Customer to the Service Provider, which cannot be exceeded at the time of supply of the Services, unless otherwise agreed by the Parties.
10. **Fees** – unit price for Services (e.g., for one hour, meter, etc.) agreed by the Parties.
11. **Service Transfer-Acceptance Statement** – a free-form agreement execution document signed by the Parties to confirm the fact of provision of all or a portion of Services and their transfer to the Customer. The Service Provider must submit a Service Transfer-Acceptance Statement within 2 (two) days from the end of provision of all or a portion of Services, unless otherwise specified in the STC.
12. **Service Provider's Report** – written information from the Service Provider to the Customer about all or a portion of Services provided. The Service Provider must submit the Report on all or a portion of Services provided within 2 (two) business days after the end of provision of Services, unless otherwise specified in STC.
13. **VAT** – Value Added Tax.
14. **Invoice** – invoice / VAT invoice.
15. **Agreement execution documents** – Order, Purchase Order, Letter, Invoice, Report and/or Service Transfer-Acceptance Statement, and other documents agreed by the Parties in STC.

Article 2. INTERPRETATION

1. The headings used in the Agreement are meant for convenience of reference only and shall not be relied upon for interpretation of the Agreement.
2. When in the Agreement, the above GTC terms shall be capitalized and have the meaning defined in Article 1 'Terms & Definitions' of the GTC, unless the context requires for another meaning.
3. The words 'appropriate', 'required', 'immediately' or similar used to define persons, time limits, costs, conditions, etc. shall in each specific case be interpreted in consideration of the terms & conditions set in the Agreement as well as specific circumstances.
4. Words used in the Agreement in singular may, where required by the context, include the plural meaning and vice versa.
5. In case of a difference between the meaning expressed in word and that in number, the meaning expressed in word shall prevail.
6. For the sake of clarity, it is stated that the GTC shall apply to all the STCs concluded between the Customer and the Service Provider and may be presented only once.

Article 3. SUBJECT OF AGREEMENT

1. Following the terms and conditions of the Agreement, the Service Provider undertakes to provide the Services specified in the Agreement when ordered by the Customer, and the Customer undertakes to accept duly provided Services and pay for them in accordance with the payment terms and conditions if not otherwise agreed by the Parties.
2. A detailed scope of Services is given in STC and detailed in the Agreement execution documents, if any (orders, purchase orders, letters, etc.).

Article 4. THE CUSTOMER SHALL UNDERTAKE TO:

1. Ensure the conditions for and provide the Service Provider with the information required for rendering Services;
2. Accept Services or a portion of Services (where such are provided at various milestones or in portions) rendered in a due and timely manner, by signing Service Transfer-Acceptance Statements, if not otherwise stated in STC, or specify the non-conformities and/or flaws related to the scope, quality of the being-transferred Services as well as the deadline and conditions for their remedy;
3. Pay the Service Provider for Services rendered in a due and timely manner according to the terms and conditions established in the Agreement;
4. Cooperate with the Service Provider when dealing with issues related to performance under the Agreement;
5. Fulfill any other obligations established in the Agreement.

Article 5. THE SERVICE PROVIDER SHALL UNDERTAKE TO:

1. Provide Services to the Customer at its own risk and expense in accordance with the terms & conditions set forth in the Agreement as diligently and effectively as possible, according to *inter alia* the best professional, technical standards and practices, by utilizing all required skills and knowledge, and in the way that is in the best interests of the Customer; also respond to the Customer's requests and comments regarding the Services in a flexible and professional manner;

2. Suteikti Paslaugas Šalių suderintais terminais, nurodytais SS. Immediately notify the Customer in writing on any circumstances hindering or likely to hinder the Service Provider from completing the Services within the established time limits;
3. Have all valid permits and licenses required for fulfillment of the obligations under the Agreement;
4. Ensure that, at the moment of conclusion of the Agreement and throughout the period of the Agreement, the Service Provider's employees have the qualification and experience required to provide the Services. If, in the opinion of the Customer, the Service Provider fails to ensure adequate qualification of its employees or in case of their gross negligence, the Customer shall have the right to request in writing for replacement of such employees within 7 (seven) calendar days from the moment the Service Provider receives the written request;
5. Before starting the Services (when the Services are provided in the territory of the Customer), familiarize itself and strictly comply with the provisions of this Agreement, the regulations of the European Union and the Republic of Lithuania, also internal regulatory documents of the Customer governing the Service Provider's work, occupational health & safety, environment and other issues, as well as ensure that its employees are familiarized with and adhere to the aforementioned requirements;
6. Provide the required documents (Service Reports, Transfer-Acceptance Statements, etc.) before the deadlines established by the Parties (but, in any case, not later than on the day of Service provision) as specified in STC;
7. Where requested by the Customer, notify the Customer about the course of Services and submit any other information requested by the Customer in relation to Service provision; provide the Customer with the possibility to verify the Services rendered by the Service Provider for their compliance with the provisions of this Agreement. Such verifications shall not, however, mean that the Customer accepts all or a portion of Services or that the Service Provider is released from the obligation to complete and transfer the Services in accordance with the procedure established in the Agreement;
8. Remove, at its own expense, all Service flaws identified by the Customer before the deadline specified by the Customer or, where the Customer does not specify any time limits, do this within the shortest possible time;
9. Subcontract third parties for Service provision only upon prior written approval of the Customer, provided that the Service Provider remains responsible for proper performance under the Agreement at all times;
10. Assign no rights of claim arising out of or in connection with this Agreement to any third parties without written consent of the Customer;
11. After the final settlement between the Parties under the Agreement, store all information related to the transaction in accordance with terms and conditions established in the Agreement and, at a written request of the Customer, provide the Customer with the right to access such documents, analyze them and obtain their copies free of charge;
12. Use no trademarks or the name of the Customer in any commercials, publications, mass media or elsewhere without prior written consent of the Customer;
13. Transfer the title to the result (outcome), if any, of the provided Services immediately after the Services have been provided;
14. When providing Services, assign all the rights in rem or intellectual property rights (excluding non-property rights), unless otherwise specified in STC;
15. The Service Provider shall insure its employees for the period they provide Services in the Customer's territory;
16. The Service Provider shall assume all risks and possible consequences as well as liability related to the following:
 - 16.1. Accidents involving the Service Provider's employees during the provision of Services;
 - 16.2. Damage and losses incurred by the Customer and/or third parties through the fault of the Service Provider's employees;
 - 16.3. Damage to or destruction of tools and other equipment that belongs to or is used by the Service Provider or its employees;
17. Fulfill any other obligations established in the Agreement.

Article 6. PRICE AND PAYMENT PROCEDURE

1. The price of the Agreement (a fixed amount, fees, not-to-be-exceeded amount, etc.) is given in STC. The given price shall be paid to the Service Provider for properly provided Services, compliance with all the terms & conditions of the Agreement, also for the Service Provider's direct and indirect expenses related to full discharge of the obligations associated with the provision of Services within the scope established in the Agreement.
2. The remuneration for Services, as set in the Agreement, includes any and all additional costs of the Service Provider, in particular the costs of travel, meals and accommodation, also any other costs required to provide Services, unless the Parties agree otherwise. Increase in any of the aforementioned costs shall have no impact on the price of the Agreement. The risk of contingent increase in the costs related to the Services shall be assumed by the Service Provider. The price of the Services may be reduced if the Services do not meet the quality requirements established herein, do not comply with their scope, or when any other requirements are violated.
3. The price of the Agreement includes all taxes, fees and customs duties. The Service Provider shall not be compensated for any taxes, unless otherwise established in STC.
4. The Customer shall pay the Service Provider for all or a portion of Services only after the Customer confirms actual provision of such Services or a portion thereof. The Agreement execution documents are specified in STC. The Service Provider shall issue and present the invoice for provided Services within 1 (one) work day following the confirmation of the provision of respective Services or a portion thereof, however, before the 1st work day in the next following month at the latest.
5. Unless STC provide otherwise, payments shall be made in the currency prescribed by the Agreement, by a bank transfer to the Service Provider's bank account indicated in the Invoice, within 90 (ninety) calendar days after the date of receipt of Invoice in the form acceptable to the Customer together with the document signed by both Parties confirming actual provision of Services and execution of the Agreement.
6. Where a payment term becomes due on a rest day or an official holiday (Saturdays and Sundays included), the payment shall be made on the business day immediately following such.
7. When making payments, the Parties shall pay the fees of their own banks.
8. A payment shall be deemed completed after due amount has been debited against the Customer's bank account.
9. Where the Service Provider is a tax payer registered in the Republic of Lithuania, the Service Provider shall issue a proper Invoice meeting the requirements prescribed by the laws of the Republic of Lithuania. Where the Service Provider is a tax payer registered in a foreign state, the Service Provider shall follow the invoicing requirements applicable in the particular state. The Invoice shall contain the following details:
 - a) Customer's name and registered office address;
 - b) Customer's company code (166451720) and VAT payer code (LT 664517219);
 - c) Service Provider's name and registered office address;
 - d) Service Provider's bank details;
 - e) Service Provider's VAT payer code, company code or any other identification number;
 - f) Invoice issue date, series and number;
 - g) Number of this Agreement or number of service order;
 - h) Number of the Service Transfer-Acceptance Statement approved by the Parties (unless otherwise in STC);
 - i) Number of the Customer's project (if any);
 - j) General name of Services and description of provided Services;
 - k) Date of Service provision;
 - l) Total invoiced amount net of VAT;
 - m) VAT rate and amount in the national currency (also applicable to foreign suppliers registered as VAT payers in Lithuania);
 - n) When purchasing Services from EU companies which are not subject to VAT or subject to a zero VAT rate, or when the Customer is liable to calculate (deduct) and pay VAT, the invoice must state the respective provisions of the Council Directive 2006/112/EC or any other grounds for not applying VAT or applying a zero VAT rate to the provided Services.
9. If the Service Provider is a VAT payer, it must indicate its VAT payer code in the Agreement documents, and in case the Service Provider is

exempt from VAT or is not a VAT payer, it must inform the Customer thereof in writing. In case of any changes to the VAT payer's status with the Agreement still valid, the Service Provider shall notify the Customer thereof in writing. For transactions conducted within the EU, the Service Provider shall indicate its VAT payer code (if any) in the Agreement at all times.

10. Following the laws of the Republic of Lithuania, the Service Provider shall retain and store the second copies of Invoices issued to the Customer confirming that the respective transaction took place between the Service Provider and the Customer, and that VAT applicable to the Services was reasonably included by the Customer in the VAT deduction statement. In case of failure to observe the above requirement or if the copies of Invoices retained by the Service Provider contain data that is different from the data in the Invoices presented to the Customer, or if tax authorities do not consider an Invoice issued by the Service Provider to be an adequate basis for the Customer to include VAT on Service sales, as calculated by the Service Provider, in the VAT deduction statement, the Service Provider shall indemnify the Customer for all its losses incurred as a result of increased tax obligations, including sanctions and penalties imposed on the Customer by tax authorities. These provisions shall also apply if the Service Provider issues an Invoice to the Customer without having such right.

11. If the amount payable to the Service Provider for the Services is subject to any taxes under the legislation of the Republic of Lithuania, the Customer shall have the right to deduct the tax amount required by such legislation from the amount payable to the Service Provider. Where international laws provide for other taxation options, for the purposes of tax relief in the Republic of Lithuania, the Service Provider shall submit a certificate of establishment (domicile) approved by an authorized institution along with the first Invoice but, in any case, not later than 5 (five) working days prior to the due date of the first payment. In case the Customer is subject to any penalties, interest, sanctions, etc. due to missing data, mistakes or inaccuracies in such certificate, the Service Provider shall reimburse the Customer for such penalties, interest, sanctions, etc. imposed by tax authorities upon the Customer.

12. The Parties hereby agree and do not object that all Invoices for delivered goods and related services (if applicable) shall be issued electronically and sent to the e-mail addresses, and that such Invoices shall be treated as originals. Hard copy (printed) invoices shall not be sent, unless either of the Parties gives the other Party a written request to do so. In case of a change in the Invoice delivery address, the Party whose address has changed shall inform the other Party thereon in writing within 5 (five) calendar days. The Parties shall continue handling Invoices in a due manner as prescribed by relevant laws, and shall ensure the authenticity, integrity and legibility of the content of electronic Invoice.

13. In case of any mutual debts between the Customer and the Supplier, the Parties shall be entitled to make set-offs. In such case, when a payment obligation of either of the Parties becomes due, a mutual set-off statement shall be signed. .

Article 7. TRANSFER-ACCEPTANCE OF PROVIDED SERVICES

1. Unless otherwise agreed by the Parties in STC, the Service Provider shall submit an Invoice, a comprehensive Report on all or a portion of Services provided and/or the Service Transfer-Acceptance Statement by specifying the rendered Services or a portion thereof and presenting all additional information and documents related to provision of Services or a portion thereof. These documents shall be submitted only after the respective Services have been provided.

2. Both Parties shall sign the Report on provided Services and/or the Service Transfer-Acceptance Statement, unless otherwise agreed in STC, thereby confirming the fact of provision of all Services or a portion thereof.

3. The Customer shall sign the Service Report and/or Service Transfer-Acceptance Statement not later than within 5 (five) work days from the day of submission of the Report and/or Statement by the Service Provider. Should the Customer refuse to sign the Statement within the time limits established in this Article, the Service Provider shall issue a warning letter to the Customer and give another 5 (five) work days for the Customer to provide a written explanation on why it refuses to sign the Service Report and/or Transfer-Acceptance Statement and accept the provided Services. If, upon this additional period expired, the Customer has not provided its reasons in writing, it shall be considered that the Customer accepted the Services without any reservations, thus the Service Provider shall be entitled to unilaterally sign the Service Report and/or Transfer-Acceptance Statement, and the signed documents shall be binding upon the Customer and shall be used as the basis to issue the Invoice and make the payment. The Service Provider may exercise this right after informing the Customer's representative about the consequences of the failure to provide the arguments for the refusal to sign the Service Report and/or Transfer-Acceptance Statement.

4. On the day of transfer-acceptance of Services, the Service Provider shall submit to the Customer all documents related to the Services provided under the Agreement.

5. Should the Service Provider disagree with the Customer's claim regarding inappropriate quality of rendered Services, the Parties shall appoint a mutually accepted independent inspector to conduct the analysis of the rendered Services. The results of such analysis shall be final and binding upon the Parties to the Agreement. The Service Provider shall pay for the services of the independent inspector and reimburse for all related costs if the claim of the Customer proves to be reasonable. If the Service Provider refuses to cooperate with the Customer regarding the nomination of an independent inspector and, therefore, no such inspector is nominated within 30 (thirty) days from the date of claim by the Customer, it shall be deemed that the claim has been accepted by the Service Provider as reasonable.

6. If, after being informed about an identified defect, the Service Provider does not immediately take any measures to remedy such within the time limit established by the Customer, the Customer shall be entitled to take the required measures and remedy the defect at the Service Provider's risk and expense. This, however, shall not release the Service Provider from its obligations hereunder.

7. The Customer shall be entitled to claim the recovery of the paid amount and to withdraw from the Agreement if it considers that violation of the quality requirements applied to Services constitutes a material breach of the Agreement.

Article 8. GOODS RELATED TO SERVICES

1. The Service Provider shall confirm that the goods used for provision of Services are brand new and of good quality, suitable and ready to be used for the purpose specified in the Agreement; the Service Provider is not deprived or abridged of the right to use the goods, that the goods have not been mortgaged or transferred to any third parties and are not the subject matter of legal dispute, arbitration or any other proceedings, and that no third parties have not asserted their rights over the goods. The Service Provider guarantees that, where the goods are to be delivered from third countries, this will be done following the requirements of the EU's Customs Code. The Service Provider also guarantees that the goods have been manufactured and installed/assembled (where required under the Agreement) in accordance with the occupational health and safety as well as fire safety regulations applicable in the Republic of Lithuania.

Article 9. SAFETY AT WORK

1. The Service Provider shall undertake to comply with the provisions of this Agreement, the regulations of the European Union and the Republic of Lithuania governing the Service Provider employees' work, occupational health & safety, environmental and other issues. Where the Service Provider has to enter the territory of the Customer in order to provide the Services under the Agreement, the Service Provider must, prior to starting Services, undergo mandatory safety indoctrination, if applicable, and get familiar with the requirements of internal regulatory documents of the Customer as well as ensure adherence by its employees to such requirements.

2. When requested by the Customer, the Service Provider shall pay a penalty of EUR 300 (three hundred euro) for each case of violation of occupational safety, environmental, waste management and hygiene regulations as well as gambling by the Service Provider's employees.

3. If, when in the Customer's territory, the Service Provider's employees are found to be in the state of intoxication with alcohol or smoking in non-designated places or committing a theft of the Customer's or other persons' property located in the Customer's territory, the Service Provider's employees at fault shall be instructed to leave the territory, banned from entering the Customer's territory and deprived of any permits, passes and ID badges. When requested by the Customer, the Service Provider shall pay the Customer a penalty of EUR 1500 (one thousand five hundred euro) for each case of such violation. In addition, the Service Provider shall fully reimburse for the damage suffered by the Customer as a result of the above actions.

4. If a Service Provider's employee enters and/or drives into the protected territory or protected facilities of the Customer using another person's

permit and/or electronic ID badge, the Service Provider shall pay the Customer, on demand, a penalty of EUR 300 (three hundred euro) for each case of such violation.

5. Where demanded by the Customer, the Service Provider shall pay the Customer a EUR 600 (six hundred euro) penalty for each violation of the Public Company ORLEN Pass System Regulations and Rules for Carrying Tangible Assets.

Article 10. FORCE MAJEURE

1. The Parties shall not be held liable for full or partial default on their obligations hereunder when they are able to prove that such default results from Force Majeure circumstances.
2. Force Majeure circumstances are events that are beyond the Parties' control and cannot be reasonably foreseen at the time of conclusion of the Contract, and neither the circumstances nor consequence thereof can be prevented or overcome. Such circumstances include wars, public disorders, strikes, floods, fires, earthquakes or other natural disasters.
3. Lack of cash, required materials or resources, also absence/invalidity of licenses or permits shall not be considered *Force Majeure* circumstances.
4. The Party unable to proceed with its obligations due to Force Majeure circumstances shall:
 - 4.1. Inform the other Party thereof as soon as possible, however, within 7 (seven) days following the start of Force Majeure circumstances at the latest;
 - 4.2. Provide appropriate evidence of such circumstances (e.g., certificate issued by the Chamber of Commerce and Industry in the respective country, etc.). After the Force Majeure circumstances are over, the other Party shall be immediately notified thereof.
5. If the affected Party fails to follow the provisions given in this Article 3, such Party shall not be entitled to refer to and rely on Force Majeure circumstances.
6. Fulfillment of the obligations under this Agreement shall be suspended for the duration of Force Majeure circumstances. If Force Majeure circumstances persist for more than 1 (one) month, either Party shall be entitled to terminate the Agreement upon written notice thereof to the other Party.

Article 11. CONFIDENTIALITY

1. The Customer shall disclose to the Service Provider any kind of information (verbal, written or expressed in any other form that makes it possible to revise the information visually or by use of technical means) which is necessary for fulfillment of the Parties' obligations hereunder (hereinafter below referred to as the 'Information'). The Information shall include any verbal and/or written information directly or indirectly related to the Customer, other ORLEN Group companies and contractual parties thereof, which is transferred, either directly or indirectly, by the Customer to the Service Provider or which the Service Provider receives in any other way while performing under this Agreement. The Information shall be intended for and may be used solely in the interests of the Customer. The Service Provider acknowledges that the Information made available to it under this Agreement is confidential, unless expressly provided otherwise in the Agreement.
2. The Service Provider shall not be bound to keep any Information in secret if:
 - 2.1. such Information is in the public domain or has entered the public domain by ways other than unauthorized disclosure or breach of the Agreement;
 - 2.2. the Information has been received from a third party without violating any confidentiality commitments;
 - 2.3. the Customer has informed the Service Provider in writing that the particular Information is not deemed confidential. When doubts arise as to whether the particular information is confidential or not, the Service Provider shall consider and treat such information as confidential unless stated to the contrary by the Customer.
3. To the extent concerning any Information disclosed hereunder, the Service Provider, including all its employees, shall:
 - a) keep (store and use) the Information using the confidentiality assuring measures established in this Agreement and legal acts that will be reasonably appropriate and sufficient to ensure confidentiality thereof, and to prevent any unauthorized use, transfer, disclosure or unlawful access to such Information. The Service Provider shall not have the right to copy or record and store the Information in its systems unless this is reasonably required for due performance hereunder. The Service Provider shall immediately notify the Customer of any violation of information security regulations or unauthorized disclosure or use of the Information;
 - b) disclose the Information or a part thereof only to the staff of the Service Provider and to other persons including, in particular, auditors, consultants and subcontractors directly related to the purpose for which the Information was disclosed to them, and shall impose on the above mentioned persons the obligation to observe the confidentiality requirements and not to disclose the Information to other persons throughout the term of this Agreement as well as for the period of protection following the expiry / termination of the Agreement. The Service Provider shall bear full responsibility for the acts or omissions of the persons who have been provided with access to the Information, including financial liability.
4. The Customer may at any time restrict access to the Information by the Service Provider. The Information shall be considered as the Customer's property and, once duly requested by the latter, the Service Provider shall return all the Information available to it on any material media, including electronic files, to the Customer, or destroy such if so instructed by the Customer.
5. In case the Service Provider loses the Customer's Information or discloses such in breach of the procedure established herein, the Service Provider shall immediately notify the Customer thereof and take all reasonable effort to regain the lost or unlawfully, groundlessly disclosed Information.
6. Upon the Agreement expired, the Service Provider shall, to the maximum practicable extent, destroy or return to the Customer all the Information in its possession irrespectively of whether such Information is provided in documents, articles, drawings, descriptions, diagrams or is expressed and stored in any other form, as well as copies of the above, unless otherwise stated in the Agreement.
7. The Service Provider undertakes to keep the Information confidential throughout the period of this Agreement and for 10 (ten) years following its expiry/termination or provision of Services, unless the Parties hereto agree otherwise in writing.
8. Should it become necessary while performing under this Agreement to provide the Service Provider with access to or to transfer to it persona data within the meaning of the Law on Legal Protection of Personal Data of the Republic of Lithuania, before processing such data, the Service Provider shall be obliged to conclude with the Customer a separate agreement setting forth the principles and conditions for protection and processing of such data.
9. In the event of unauthorized disclosure by the Service Provider of the Information to any third parties either by malice, carelessness, action or omission, or by loss of such Information, the Service Provider shall pay the Customer a penalty in the amount of EUR 1000 (one thousand) and compensate for any damages resulting from such unauthorized disclosure and/or loss of Information.
10. Where, for the purpose of due performance under this Agreement, it is necessary to disclose a commercial (production) secret or any other highly confidential information of the Customer or confidential information of any other ORLEN Group company, a separate nondisclosure agreement may be concluded between the Parties to this Agreement.

Article 12. INTELLECTUAL PROPERTY RIGHTS

1. The Service Provider shall transfer to the Customer free of charge all copyrights and related rights associated with the provided Services (including Services related to hardware and software development), unless otherwise specified in STC.
2. After transferring the rights referred to in Item 1 above and receiving payment for the provided Services, the Service Provider shall confer upon the Customer the right to use the results of the Services in the original form supplied by the Service Provider and include or use the results (all or some) as a part in other work products.
3. The transfer of the copyrights and related property rights shall immediately follow the transfer of the Service results. Transferred of the rights shall not be subject to any time-related or territorial restrictions.

4. The Service Provider shall guarantee that individuals who hold or have been granted non-property copyrights with respect to the Service results will not exercise such rights against the Customer.
5. The Service Provider shall assure that there are no binding patent rights held by third parties or any other industrial property rights, copyrights and related rights, or *know-how* related to the provided Services.
6. The Service Provider undertakes to hold the Customer harmless in respect of any charges or claims brought by third parties in relation to breach of the aforementioned rights, and to cover any costs (including legal costs) incurred by the Customer as well as compensations awarded against the Customer, provided that the Customer immediately notifies the Service Provider of such charges and arising claims.

Article 13. LIABILITY

1. The Parties shall undertake to fulfill their obligations hereunder in a due manner and refrain from any actions which may cause damage to the other Party or impede the performance of its obligations.
2. Provision of Services within the time limits established in the Agreement is the material condition of the Agreement. In case provision of the Services is in delay for whatever reason, the Service Provider shall pay default interest at the rate of 0.05 percent of the value of the delayed Services for each day of delay. Where delayed provision of Services or any part thereof by the Service Provider prevents the Customer from undertaking the activities for which the Services were intended, default interest shall be charged upon the total Service price. The Service Provider hereby acknowledges the significance of timely provision of Services hereunder and agrees that the default interest established herein shall be deemed to be a minimum and reasonable remedy for the Customer's losses.
3. Without prejudice to any other provisions of the Agreement, in case the Service Provider fails to provide Services within the time limits agreed by the Parties, the Customer shall have the right to terminate the Agreement in accordance with the procedure established herein, or to conclude a substitute agreement with a third party for provision of such services and the Service Provider shall reimburse the Customer for any related costs.
4. The Service Provider shall indemnify the Customer for all losses incurred by the Customer due to damage caused to any person or the environment when providing Services.
5. In case of failure to perform and/or improper performance by the Service Provider under Article 11 'Confidentiality', the Customer shall be entitled for unilateral termination of this Agreement upon a written notice thereof to the Service Provider as prescribed herein.
6. In case losses incurred by the Customer as a result of breach of and/or inadequate performance under the Agreement by the Service Provider exceed the amount of liquidated damage, the Customer shall be entitled to claim damages and, respectively, the Service Provider shall be obliged to compensate for losses, damage, additional expenses (including payables to third parties, lost revenue, penalties imposed by authorities and etc.).
7. Should the Customer fail to pay for accepted by it appropriate Services within the time limits agreed by the Parties, the Customer shall pay the Service Provider default interest at the rate of 0.05 percent of the outstanding amount due for each day of delay.
8. The Customer shall have the right to deduct, without prior consent of the Service Provider, the sum equal to the penalties payable by the Service Provider to the Customer hereunder from the amounts payable for the provided Services. The Customer shall issue a free-form Invoice for the amount of the imposed penalties.
9. The penalties specified herein as well as damage resulting from default by the respective Party shall be settled within the period of maximum 15 (fifteen) calendar days from the receipt of the respective demand (notification).
10. Settlement of penalties or damages hereunder shall not release the Service Provider from its obligations under the Agreement.

Article 14. ANTI-CORRUPTION CLAUSE

1. Any individuals performing under the Agreement on behalf of the Customer and the Service Provider shall be prohibited from offering or accepting any objects or personal gainings in connection with this Agreement.
2. In case of breach of the above provision, the Parties shall immediately take steps to remove the consequences thereof and, where the situation cannot be remedied within 30 (thirty) calendar days after the actions referred to in Paragraph 1 of this Article become known, either Party hereto shall be entitled to immediately terminate the Agreement and demand compensation for damages resulting from early termination of the Agreement.

Article 15. VALIDITY AND TERMINATION

1. The Agreement shall be deemed concluded between the Customer and the Service Provider after the Parties have signed the respective documents confirming conclusion of the Agreement. After signing the Agreement, all previous agreements and correspondence between the Parties with regard to the Agreement shall become null and void.
2. Any modifications of and amendments to the Agreement shall be effective only when made in writing and signed by both Parties to the Agreement; such shall be binding upon the Parties until full discharge of their obligations hereunder.
3. Once concluded, the Agreement shall remain effective until complete fulfillment of mutual obligations by the Parties or for the period agreed by the Parties, i.e. as agreed in STC.
4. The obligations of the Parties which, in their essence, survive the Agreement expiry shall remain effective until complete discharge thereof.
5. In the event a part of the Agreement is declared invalid for some reason, the remaining part of the Agreement shall remain valid and binding upon the Parties. In such case, the Parties shall undertake to perform the Agreement in good will and serving its purpose.
6. The Parties shall have the right to terminate the Agreement by a mutual consent.
7. The Agreement may be terminated on the basis of an agreement of the Service Provider with the Customer for important reasons only. Such agreement shall specify the reasons for termination, the date of termination as well as other conditions of termination, liability and financial settlement between the Parties.
8. The Customer shall be entitled to terminate the Agreement in the following cases subject to 10 (ten) calendar days prior written notice to the Service Provider, unless a different period of notice is set in the Agreement and if the breach is not remedied within the period of notice:
 - 8.1. Bankruptcy and liquidation proceedings have been initiated against the Service Provider; the Service Provider has terminated its business activities, etc.;
 - 8.2. Changes have been made to the Service Provider's legal status, organizational & management structure and this may affect performance under the Agreement;
 - 8.3. The Service Provider fails to comply with deadlines specified in the Agreement;
 - 8.4. The Service Provider fails to fulfill its other obligations and this constitutes a material breach of the Agreement (including *inter alia* supply of poor quality services more than once, failure to provide supporting documents, etc.);
 - 8.5. Any other legal incapacity hindering the performance under the Agreement by the Service Provider;
 - 8.6. Other cases indicated in the Agreement.
9. The Parties understand that the Customer has the right to unilaterally terminate the Service Provision in the cases specified herein and in some other cases, even though the the Service Provider has already started providing Services. In this case, the Customer shall be bound to pay the Service Provider for the Services rendered and compensate for any other reasonable expenses which the Service Provider incurred while performing under the Agreement before the receipt of the Customer's notice regarding such termination.
10. Termination of the Agreement shall retain the Customer's right to claim for compensation of damages, penalties arising out of default on or inadequate performance under the Agreement, as well as for deduction of such amounts from the amounts payable to the Service Provider.
11. When the Agreement is terminated through the fault of the Service Provider or at its initiative without any fault on the side of the Customer, the Service Provider shall pay the Customer a penalty in the amount equal to 3 percent of the price of the Agreement specified in STC, and compensate for the Customer's losses resulting from such termination.

12. Upon termination or expiry of the Agreement, its conditions relating to liability, financial settlements and other provisions (in case included in the Agreement) shall remain in force until they are fully discharged by the Parties.

Article 16. CORRESPONDENCE

1. The Parties agree that the Agreement or any arrangements on amendments to or modifications thereof, as well as the Agreement execution documents can be sent by fax or electronic means of communication using the contact data indicated by the Parties in STC, i.e. to the respective e-mail addresses or fax numbers. Only the documents that have been sent and received to the indicated email addresses or fax numbers shall be considered by the Parties as document originals, and no copies thereof shall be sent unless, otherwise agreed in STC. The Parties hereby confirm that the email addresses and fax numbers used by the Parties belong to the Parties, and that they are protected against any unauthorized access by third persons.

2. All notices between the Parties in relation to this Agreement shall be executed in writing and considered duly delivered if sent by registered post, fax or e-mail (with acknowledgment of receipt) or delivered to the address of the Parties specified in the Agreement or to any other address communicated by the Party in writing to the other Party, or by any other means of delivery enabling to record the fact of sending and receipt of a notice.

2. In case of a dispute, any written notice sent by regular mail shall be deemed received within 5 (five) calendar days from its sending if delivered to the other Party in person or to the addresses of the Parties specified in the Agreement or any other address which has been communicated by one Party to the other Party in writing. Written notices sent by fax or email within working hours (followed by acknowledgment of receipt) shall be deemed received on the day they were sent.

Article 17. DISPUTE SETTLEMENT

1. The Parties shall settle any disputes, disagreements and/or claims by way of amicable negotiations and, in case of failure to reach an agreement, in the manner prescribed by the laws of the Republic of Lithuania.

2. Unless otherwise stipulated in STC, all disputes arising out of or in connection with the Agreement shall be ultimately settled by:

2.1. The court with jurisdiction over the registered office of the Customer in accordance with the procedure prescribed by the laws of the Republic of Lithuania where the Service Provider is a Lithuanian entity or if the Service Provider is not a Lithuanian entity but the dispute amount does not exceed EUR 150,000 (one hundred fifty thousand euro);

2.2. Vilnius Court of Commercial Arbitration in accordance with its rules where the Service Provider is not a Lithuanian entity and the dispute amount exceeds EUR 150,000 (one hundred fifty thousand euro). A dispute shall be settled by 3 arbitrators. The venue of proceedings shall be Vilnius, the Republic of Lithuania. The arbitration proceedings shall be held in Lithuanian and translation into English shall be provided as required.

Article 18. REPRESENTATIONS

1. By entering into this Agreement, the Parties to the Agreement represent that they have an irrevocable right and all the required licenses to carry out the activities related to performance of the obligations set forth in the Agreement.

2. The Parties hereto declare that, by entering into this Agreement, they have not breached any articles of association (regulations, statutes, etc.), any resolutions, orders of governing bodies of the countries of the Parties, any mandatory legal acts (also local or individual), any transactions, court decisions, etc.

3. The Parties confirm that they are solvent, there are no bankruptcy cases or out-of-court bankruptcy proceedings brought against them and that their bank accounts and/or property are free of any encumbrances with regard to actions in rem, seizure or any other disposal, which materially affect performance under the Agreement, and that they are not aware of any circumstances that might limit their future capabilities to fulfill their obligations under the Agreement, and that they will remain capable to duly execute the Agreement.

4. In case of restructuring or liquidation of either Party, it shall give written notice to the other Party thereof within 5 (five) calendar days following the occurrence or disclosure of such circumstance, and agree on further performance of its obligations arising out of this Agreement.

5. The Parties shall undertake to immediately inform each other about any actions in rem that may affect their performance under the Agreement.

6. The Parties hereto represent that, in the cases where they are bound to do this under the Agreement, they have provided to each other all information (documents) necessary for either Party to evaluate the other Party's activities, economic and financial standing, also that such information is accurate and correct.

7. The Parties to the Agreement undertake to inform each other within 5 (five) calendar days about any changes to their legal addresses, contact data, bank details or other significant data (as specified in the Agreement) that may affect performance under the Agreement.

Article 19. MISCELLANEOUS

1. All issues on which the Agreement is silent shall be governed by the laws of the Republic of Lithuania. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) shall not apply to this Agreement.

2. The Agreement has been executed in the Lithuanian language, or in a foreign language (with translation to Lithuanian), or in the Lithuanian and a foreign languages. Where the Agreement has been concluded in two - the Lithuanian and a foreign - languages, the Lithuanian version shall prevail in the cases of any discrepancies between the Agreement wording in the Lithuanian and in the foreign language, unless STC provide otherwise.

3. The Agreement has been made in 2 (two) copies of equal legal effect, one copy for each Party.

4. The Parties to the Agreement represent that they have read the Agreement, understood its contents and consequences, and hereby accept the Agreement as meeting their true will and intentions.

ARTICLE 20. ATTACHMENTS

1. The rules and regulations referred to in the Agreement and specified by the Customer, other required documents which the Service Contractor has to get familiar with are available on the Customer's website:

<http://www.orlenlietuva.lt/LT/OurOffer/Forcontractors/Puslapiai/default.aspx>

2. If, when performing under the Agreement, the regulations/procedures and/or forms listed in Article 20 above are subject to any amendments by the decision of the Customer, i.e. new revisions of such regulations/procedures and/or forms are approved, the Service Provider shall follow the new revisions of the respective regulations/procedures and/or forms. The Customer shall inform the Service Provider in writing of any new revisions of such regulations/procedures and/or forms.

3. The Service Provider hereby confirms that it had the possibility to and familiarized itself with the above listed Attachments, and agrees with the requirements established therein. These Attachments shall constitute an integral part of the Agreement.