

ANNEX No. 1

APPROVED

by order No. BV-59 of the Chief Executive Officer
of AB KN Energies on 11th of August, 2025

INTER-USE TERMINAL CONTRACT

SC “KN Energies” (hereinafter referred to as **the Operator**), legal entity code 110648893, address 19 Buriu str., Klaipeda, established and acting in accordance with the legislation of the Republic of Lithuania, represented by *[specify representative's position]* *[specify representative's name and surname]*, acting on the basis of *[specify the basis of representation]*, and

[specify legal form and company name] (hereinafter referred to as **the Initial Inter-User**), legal entity code *[specify]*, address *[specify]*, established and acting in accordance with the legislation of *[specify the country the legislation of which is the basis for establishment and activity]*, represented by *[specify representative's position]* *[specify representative's name and surname]*, acting on the basis of *[specify the basis of representation]*, and

[Note: all Terminal Users, entered into Special Provisions of the Terminal User's Contract for purchase of the LNG regasification and LNG reloading capacities must be indicated]

entity or entities joined to the Inter-Use Terminal Contract (hereinafter referred to as **the Associate Inter-User**), by signing an Accession Application, the form of which is provided in Annex No. 1 to the Inter-Use Terminal Contract,

hereinafter referred to as the Initial Inter-User and the Associate Inter-User and collectively referred to as **the Inter-Users**, and the Operator and Inter-Users – as **the Parties**,

Considering that:

- (A) The Inter-Users and the Operator have concluded the Terminal User's Contract and Special Provisions of the Terminal User's Contract (that together with other definitions beginning with capital letter has the same meaning as that given in the Regulations, except for definitions otherwise clearly defined in the Contract) in accordance with the terms and conditions of the Regulations for Use of Liquefied Natural Gas Terminal (hereinafter referred to as **the Regulations**) approved by the order No. *[number]* of the General Manager of KN Energies, SC dated *[day]* *[month]* *[year]*, including the last amendments and alterations;
- (B) In order to ensure the possibility for Inter-Users to use the Terminal in an effective way it is established that several Inter-Users using the Terminal simultaneously for the purpose of use of the Terminal Capacities will be regarded as one gross Terminal User;
- (C) Part of LNG Lender's Cargo, including Terminal User's LNG loss, i.e. Loanable Amount of LNG, is automatically without additional agreement lent to LNG Borrower (hereinafter referred to as **Loanable Amount of LNG**) according to the Joint Terminal Schedule, when the Cargo delivered by one Terminal User, i.e. LNG Lender, according to his approved individual Service Schedule is regasified at lower than maximum regasification rate, and the Cargo of another Terminal User, i.e. LNG Borrower, should not be delivered to the Terminal according to his approved individual Service Schedule, however, regasification and/ or LNG reloading should be performed for LNG Borrower according to his individual Service Schedule;
- (D) Loanable Amount of LNG is equivalent to the LNG quantity which is being returned by the LNG Borrower according to the terms and procedures set in this contract to the LNG Lender including the respective LNG losses of the Terminal User (hereinafter referred to as **the Returnable Amount of LNG**);
- (E) The Operator must perform certain actions in order to allow Inter-Users to borrow and return the Loanable Amount of LNG in accordance with the terms and conditions set forth in the Regulations;

- (F) The Regulations provide for rights and obligations of Inter-Users related to borrowing and returning of the Loanable amount of LNG set forth in the Inter-Use Terminal Contract;

therefore, the Parties have agreed and entered into the Inter-Use Terminal Contract and/ or acceded to its conclusion:

1. TERMS

- 1.1. Definitions beginning with capital letter in this Inter-Use Terminal Contract (hereinafter referred to as **the Contract**) has meanings given in the Regulations, except for definitions otherwise clearly defined in the Contract:
- 1.1.1. **Accession Application** – a document of a form provided in Annex No. 1 in which the will to become a party of the Contract by accession is expressed.
- 1.1.2. **Initial Inter-User** – an entity (-ies) specified in the introduction to the Contract who enters into the Contract together with the Operator.
- 1.1.3. **Associate Inter-User** – a Terminal User (-s) who enters into the Contract by accession and signs the Accession Application.
- 1.1.4. **LNG Lender** – a Inter-User who lends owned LNG to another Inter-User (LNG Borrower) in accordance with the procedure set forth in the Regulations.
- 1.1.5. **LNG Borrower** – a Inter-User who borrows LNG from Inter-User (LNG Lender) in accordance with the procedure set forth in the Regulations.
- 1.1.6. **Contract** – Inter-Use Terminal Contract.
- 1.1.7. **Parties** – Operator and/ or Initial Inter-User, and/ or Associate Inter-User.

2. SUBJECT OF THE CONTRACT

- 2.1. The LNG Lender undertakes an obligation to provide the LNG Borrower with Loanable Amount of LNG on free of charge basis in accordance with the terms and conditions set forth in the Regulations and Contract, and the LNG Borrower undertakes an obligation to return the Loanable Amount of LNG to the LNG Lender in accordance with the terms and conditions set forth in the Regulations and Contract every time in the course of Joint Terminal Use (hereinafter referred to as **the Loan Transactions**).
- 2.2. In cases when there are more than two Inter-Users, for every Loan Transaction, the regulations envisaged in the Contract are applied *mutatis mutandis* to all Inter-Users considering that Loanable Amount of LNG is allocated to Inter-Users ,who are LNG Borrowers, and is respectively equivalent to reloaded and/ or regasified LNG quantity, including the LNG losses of the Terminal User who is an LNG Borrower, within the period of reloading and/ or regasification of every respective Inter-User's, who is an LNG Borrower, Cargo, and Returnable Amount of LNG is allocated to Inter-Users, who are LNG Lenders and is respectively equivalent to reloaded and/ or regasified LNG quantity including the LNG losses of the Terminal User within the period of reloading and/ or regasification of every respective Inter-User's, who is an LNG Lender, Cargo by applying "first borrowed, first returned LNG" (FIFO) principle.
- 2.3. For the avoidance of doubts, the Operator is not a party and/ or a mediator of the Loan Transaction, the Operator does not acquire an ownership title to the Loanable Amount of LNG and/ or Returnable Amount of LNG in the course of Loan Transaction. All the actions of the Operator under the Contract are performed under instructions of Inter-Users in accordance with pre-agreed irrevocable instructions set in the Regulations and Contract, on behalf of, in favour of, at the expense of and at the risk of Inter-Users.

3. TERMS OF EXECUTION OF LOAN TRANSACTIONS

- 3.1. Loan Transactions are executed in accordance with the terms and conditions set forth in the Regulations and the Contract without individual assignment, empowering, guidelines or consents of Terminal User.

- 3.2. The balance of Loanable Amount of LNG is provided to the Terminal Users according to procedure described in clause 4.8 of this Contract.
- 3.3. Loan Transaction implementation shall embark only upon provision of a Bank Guarantee by LNG Borrower, the eligibility of which shall be approved in accordance with the terms and conditions set forth in section 5 of the Contract.

4. TRANSFER OF LOANABLE AMOUNT OF LNG, RETURN OF RETURNABLE AMOUNT OF LNG AND ACCOUNTING

- 4.1. LNG Lender's Loanable Amount of LNG is transferred and ownership is assigned to LNG Borrower, when the Operator provides Services for LNG Borrower in accordance with the terms and conditions set forth in the Regulations and is equivalent to the actual reloaded and/ or regasified LNG quantity by the LNG Borrower during the respective period, including LNG Losses of the Terminal User.
- 4.2. Return is possible on the next Gas Day after the completion of LNG Borrower's Cargo loading into the Terminal, except for the cases when the LNG Borrower has not duly performed the import procedures and has a possession of an appropriate quantity of LNG at the beginning of Gas Day. LNG Borrower's Returnable Amount of LNG is returned and ownership is assigned to LNG Lender, when the Operator provides Services for LNG Lender in accordance with the terms and conditions set forth in the Regulations according to the actual reloaded and/ or regasified LNG quantity including Terminal User's Natural Gas Loss during the respective period by the LNG Lender. If an LNG Lender has lent LNG to more than one LNG Borrower and more than one of the LNG Borrowers are capable of returning the Loanable Amount of LNG, return is carried out according to the FIFO method (the oldest debt is returned first). In case more than one Inter-User is assigned the Returnable Amount of LNG which is equally old, the smaller Returnable Amount of LNG is considered as firstly returned. The LNG quantity belonging to the LNG Borrower at the Beginning of Gas Day is firstly used for the return operation.
- 4.3. Loanable Amount of LNG and Returnable Amount of LNG contain respective LNG losses of Terminal User, including shortage (surplus) due to Returnable Amount of LNG not exceeding Allowable Loss Norm, established during the inventory carried out in accordance with the terms and conditions set forth in the Regulations.
- 4.4. LNG quantity available for lending to other Inter-Users at the Beginning of Gas Day by a specific Terminal User is determined by subtracting his Returnable (or adding the retrieved) LNG quantity of the respective day and the LNG quantity required for his own use of Services for the respective Gas Day including the respective LNG losses of the Terminal User as well as the assigned part of the Minimum operational LNG heel level.
- 4.5. If, according to the FIFO method (lending from the Cargo inventory delivered earliest) the LNG quantity available for lending belonging to a Terminal User is insufficient to satisfy the need of Services by of all Inter-Users at the respective Gas Day, firstly the quantity is lent to the Inter-User whose LNG regasification and/ or reload need for the respective Gas Day including the LNG losses of the Terminal User is the largest. Insufficient LNG quantities are lent from other Terminal Users, beginning with the Cargo delivered to the Terminal earliest.
- 4.6. When the Terminal User who is LNG Borrower does not own LNG quantities at the Terminal and according to his individual Services Schedule no further provision of Services is planned for him, all the Returnable Amount of LNG belonging to such LNG Borrower is assigned to the Terminal Users who are LNG Borrowers (according to the extent of their debts) in his respect. In such case the obligation to return the Returnable Amount of LNG according to this Agreement of such LNG Borrower shall be considered fulfilled
- 4.7. LNG Lender transfers the ownership of Loanable Amount of LNG (part of it) to LNG Borrower, and the LNG Borrower transfers the ownership of Returnable Amount of LNG (part of it) to the LNG Lender:
 - 4.7.1. in case of the LNG reloading – by spray, regasification and/ or suction aperture of cargo pumps accordingly;

- 4.7.2. in case of LNG regasification – at the natural gas measuring point located at the natural gas metering station.
- 4.8. The Operator performs continuous accounting and at least once per calendar month period or according to individual requests from Inter-Users by email provides the balance of Loanable Amount of LNG for Inter-Users which includes, the following information (including, but not limited to):
- 4.8.1. the part of Loanable Amount of LNG transferred by LNG Lender to LNG Borrower within the past Gas day expressed in energy value calculated according to the terms and procedures set forth in the Regulations;
- 4.8.2. the part of total Loanable Amount of LNG transferred by LNG Lender to LNG Borrower, which is not yet returned to LNG Lender, expressed in energy value;
- 4.8.3. the part of returned Returnable Amount of LNG transferred by LNG Borrower to LNG Lender within the past Gas day expressed in energy value calculated according to the terms and procedures set forth in the Regulations;
- 4.8.4. the part of total Returnable Amount of LNG transferred by LNG Borrower to LNG Lender, which is not returned to LNG Lender yet, expressed in energy value.

5. PERFORMANCE GUARANTEE

- 5.1. Each Inter-User, for whom the provision of Terminal services is planned during specific Terminal Gas Year, must secure the performance of obligation to deliver all Cargos according to the approved individual Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated according to Terminal capacity allocation procedure for Spot), including the obligation to return Returnable Amount of LNG under this Contract by irrevocable unconditional renewable Bank Guarantee issued by reputable credit institution, which itself or whose parent company and/or group of companies, to which it belongs, has credit rating not lower than the Minimum credit rating set in the Regulations that must basically comply with the form provided in Annex No. 2 (hereinafter referred to as the Bank Guarantee) to the Contract with the following conditions:
- 5.1.1. Bank Guarantee amount must be equal to the value of maximum size of Cargo planned to be delivered according to the approved individual Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated according to Terminal capacity allocation procedure for Spot) and calculated according to the formula indicated in the List of Terminal Services Prices and Formulas Terminal.
- 5.1.2. Bank Guarantee must be valid at least up to 3 (three) months after envisaged delivery of the Cargo (last day of Arrival Period) indicated in the approved individual Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated according to Terminal capacity allocation procedure for Spot).
- 5.1.3. The obligation secured by the bank guarantee is an obligation of the Inter-User according to the Regulations to deliver to full extent all Cargos indicated in his approved individual Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated after the annual Terminal Capacities Allocation Procedure) (the allowable deviation from the deliverable Cargo amounts and conditions of its application are specified in clause 109 of the Regulations), including the obligation according to this Contract to return Returnable Amounts of LNG as well as the obligation of the Inter-User to compensate the loss of other Terminal Users occurring due to a failure to fulfil the obligations set forth in the Regulations, the Terminal User's Contract, Special Provisions and the Inter-Use Terminal Contract including a failure to fulfil the obligation to ensure natural gas quality requirements set in the legal acts of the Republic of Lithuania
- 5.1.4. The Inter-User seeking to obtain payment according to the Bank Guarantee must submit a claim to the Operator, who functions as an agent in the name and benefit of each Inter-User. After receiving the claim, the Operator within 5 business days from receiving the claim verifies whether: a) the claim has been submitted by an Inter-User which is entitled to receive the Services according to Service Schedule from the beginning of the other Terminal User's non-

delivered or partly delivered Cargo Arrival Period until the end of the next LNG Carrier Arrival Period set in the approved monthly Joint Terminal Schedule(s) (hereinafter – the Bank Guarantee application period); b) the claimed sum set in the claim does not exceed the maximum payment size calculated according to clause 5.1.7 of the Contract (if multiple Inter-Users mutually submit a single claim, the Operator evaluates whether the sum of such claim does not exceed the payment size evaluated by adding maximum payment sizes calculated according to clause 5.1.7 of the Contract for each Inter-User submitting the joint claim).

- 5.1.5. The Operator if having assessed that the Terminal User which has submitted the claim is entitled to receive the Services according to approved Service Schedule during the Bank Guarantee application period and whose claimed sum does not exceed the maximum payment size calculated according to clause 5.1.7 of the Contract, forwards the claim of the Inter-User to the bank which has issued the Bank guarantee within 3 business days. If the claimed sum set in the claim exceeds the maximum payment size calculated according to clause 5.1.7 of the Contract, the Operator returns the claim to the Inter-User and the claim according to the Bank Guarantee is not submitted to the bank.
- 5.1.6. For the avoidance of doubt, the functions of the Operator are limited only to the verification of the claim as set out in clause 5.1.4 of this Contract and the forwarding of the Inter-User's claim to the bank or the return of the claim to the Inter-User as described in clause 5.1.5 of this Contract. The Operator does not take any responsibility related to the breach of Inter-User obligations, actions of the bank or other aspects related to the Bank Guarantee, nor does it take any responsibility considering the Inter-User's claim and reasonableness of the losses incurred. The Operator *inter alia* is not responsible in the cases when the claim to the bank according to the Bank Guarantee is provided after the term of the Bank Guarantee has ended, also if the Inter-User has provided such claim to the Operator later than 10 business days before the end of the term of the respective Bank Guarantee.
- 5.1.7. The maximum payment claim amount according to clause 5.1.4 of this Contract to each Inter-User shall be calculated as follows:

$$G_{\max} = \frac{Q_n}{Q_v - Q_p} \times G_s \text{ (Eur)}$$

Where:

G_{\max} – The maximum payment claim amount according to the Bank Guarantee;
 Q_n – Quantity of Services to be provided during Bank Guarantee application period as indicated in the approved Terminal User's Services Schedules (MWh);
 Q_v – Total quantity of Services to be provided to all Terminal Inter-Users according to approved Service Schedules during the Bank Guarantee application period (MWh);
 Q_p – Quantity of Services to be provided to the Terminal User, whose actions (acts or omissions) is the reason of the claim according to the Bank Guarantee, set in the approved Service Schedules during the Bank Guarantee application period (MWh);
 G_s – Sum of the Bank Guarantee.

- 5.2. Each Inter-User, for whom the provision of Terminal services is planned during specific Terminal Gas Year, is obliged not later than 35 (thirty-five) calendar days prior to the start of the calendar month during which Inter-User will start using Terminal services to submit to the Operator the original of Bank Guarantee. In cases, when the Terminal User is using Terminal Services for more than one Gas Year consecutively, he must provide the original of the Bank Guarantee referred to in this clause each subsequent year before the start of the new Gas Year. The Operator provides the copies of the Bank Guarantee to other Inter-Users. In case the individual Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated after the annual Terminal Capacities Allocation Procedure) of the Inter-User were amended and these amendments affect the amount of the Bank Guarantee, the Inter-User is obliged to submit the renewed Bank Guarantee following the above indicated procedure.
- 5.3. In case, if Inter-Users have agreed on other provisions (terms and conditions of the Bank guarantee included) of the Contract according to section 7 of the Contract, but new Inter-User with whom the agreement on other provisions is not concluded accedes to the Contract, all Inter-Users shall ensure the conformity with the provisions of the Contract and issue the Bank guarantee within 60 (sixty)

calendar days from the day of new Inter-User accession to the Contract but not later than 10 (ten) working days before start date of provision of the LNG terminal services for newly joined Inter-User. When new Inter-User access the Contract, agreement regarding application of different provisions, including the conditions of Bank Guarantee, concluded between current Inter-Users before the new Inter-User accessed the Contract, shall be valid until conclusion of new agreement (in accordance with the section 7 of the Contract) between all Inter-Users, including newly joined Inter-User, or until date of issuance of appropriate Bank Guarantees as defined in this paragraph.

- 5.4. Not later than within 3 (three) working days the Inter-Users who received the copy of the Bank Guarantee must confirm the eligibility of the provided Bank Guarantee or reasonably contest it indicating objective reasons for not compliance of the Bank Guarantee with the terms of the Contract providing a written notice to the Inter-User who has submitted the Bank Guarantee and the Operator. The Bank Guarantee is considered confirmed and eligible in case the Inter-Users who received the Bank Guarantee fail to confirm or contest the Bank Guarantee within the term and in accordance with the procedures specified in this clause. In case of objections of the Inter-Users in relation to the Bank Guarantee, the Operator has the right to take final decision on the applicability of such Bank Guarantee after assessment of validity of reasons not later than within 3 (three) working days from the day of receipt of such objections.
- 5.5. In case at least one Inter-User has failed to provide an eligible Bank Guarantee within the terms specified in the Contract, the Operator informs the other Inter-Users about termination of Loan Transactions and repeats the Annual Scheduling procedure by excluding such Inter-User. Such Inter-User is subject to penalties established according to the List of Formulas for Calculation of Terminal Services Prices, Taxes, Penalties and Obligation Security Values.
- 5.6. For the avoidance of doubts, the Operator is not obliged and liable for the verification of Bank Guarantee authenticity, validity and eligibility (solvency) of credit institution which issued Bank Guarantee or for solving the disputes among Inter-Users regarding the use of Bank Guarantee.

6. LIABILITY

- 6.1. The Inter-User that failed to fulfil its obligations under the Contract and as a result caused losses to another Party is obliged to cover all losses incurred by the Party immediately upon the claim of the affected Party.
- 6.2. Inter-Users whose activities resulted a violation of obligations set forth in the Regulations, Terminal User's Contract, Special Provisions or legal acts, and the Operator suffered losses because of such violation, are obliged to cover direct losses incurred by the Operator in the scope of the losses caused by the respective Inter-Users.

7. OTHER PROVISIONS FOR LOAN TRANSACTION BY AGREEMENT OF INTER-USERS

- 7.1. The Inter-Users have the right to agree on other provisions regarding Inter-Use Terminal Contract, including the conditions of Bank Guarantee different from those specified in the Contract, if they do not contradict the requirements of the Regulations and interests of other Terminal Users. An agreement can be concluded between all Inter-Users or only among those Inter-Users for whom the provision of Terminal services is envisaged for the specific period covered by the agreement, i. e. Inter-Users whose Terminal capacity utilization period has expired or who are not entitled to receive Terminal services for specific Terminal Gas Years, or for whom more than 2 (two) Terminal Gas Year period remain until the start of utilization of their allocated Terminal capacities, are not included in the agreement, and such agreement does not affect their rights and obligations. Such agreement must be provided to the Operator not later than within 5 (five) working days from the day of submission of Operator's approved Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated according to Terminal capacity allocation procedure for Spot) to Inter-Users. Agreement on application of other provisions regarding Inter-Use Terminal Contract, including the conditions of Bank Guarantee, concluded in accordance with this paragraph, is valid for the period defined in the agreement and between Inter-Users stated in the agreement, regardless of whether Special Provisions to the Terminal User's Contract is valid throughout all the validation period of the agreement.
- 7.2. While implementing its functions the Operator makes efforts to ensure as effective as possible use of Terminal Capacities, however, the Operator does not guarantee and must not ensure the possibility or

realisation of Joint Terminal Use in a certain way chosen by Terminal Users.

8. CONFIRMATION AND GUARANTEES OF THE PARTIES

8.1. By entering into the Contract, the Parties confirm and guarantee the following:

- 8.1.1. The Parties has the right to conclude this Contract and undertake the obligations set forth in it;
- 8.1.2. The Parties undertake valid and mandatory obligations under the Contract which express a true will of the Parties for the purpose of the Contract, establishing the principles of regulation of legal relations between the Parties, as far as it is not governed by legal acts and Regulations. Other agreements between the Parties or obligations undertaken on other basis must not contradict the provisions of the Contract;
- 8.1.3. Mutual obligations undertaken by the Parties under the Contract, as far as it is known or may be (or must be) reasonably known, do not infringe any rights and/ or legal interests of third parties;
- 8.1.4. The Parties individually ensure their activity legitimacy throughout the whole period of Contract validity, including, but not limited to, in relations with state institutions, and none of the changes of legal status of the Parties will influence the fulfilment of obligations under the Contract, unless the Operator will fully or partially lose its right to operate the Terminal and provide the services of Terminal use because of such changes;
- 8.1.5. In case the Operator loses a liquefied natural gas regasification licence for any reasons and, respectively, the right to operate the Terminal and provide the services of Terminal use, the Parties will closely cooperate implementing required legal, financial, organizational and/ or administration solutions necessary to ensure continuous provision for services of Terminal use following the requirements set forth in legal acts. The Parties should ensure fulfilment of the obligation irrespectively from Contract validity.

8.2. Inter-Users by entering into the Contract confirm and guarantee to one another that Loanable Amount of LNG and Returnable Amount of LNG at the moment of their transfer and return will be owned by transferring or returning Inter-User and also that their ownership will not be transferred, restricted, pledged, arrested or otherwise constrained or withdrawn.

8.3. Inter-Users by entering into the Contract confirm and guarantee that they have been closely acquainted with the Contract, Regulations, Annexes prior to conclusion of the Contract, they understand set terms and procedures based on which the Loan Transactions will be made, agree with them and undertake an obligation to follow them throughout the whole period of Contract validity, including future alterations that may be made in accordance with the terms and conditions set forth in the Regulations and/ or determined by alteration of applied legal acts.

9. CONCLUSION AND VALIDITY OF THE CONTRACT

9.1. The Contract between the Operator and the Initial Inter-User is concluded and comes into force on the day of signing.

9.2. Associate Inter-Users conclude the Contract and the Contract comes into force towards them from the day of signing and submission of the Accession Application to the Operator.

9.3. The Operator publishes and regularly updates to the Parties the information about the Contract, Parties, places the copy of the Contract as well as the copies of Accession Applications on its internet site.

9.4. The Contract is valid independently for each Party till the day of termination of validity of the Special Provisions of the Terminal User's Contract concluded by each Party. The Contract is terminated at the day of termination of the Special Provisions of the Terminal User's Contract.

9.5. The Contract terminates when there are no Initial Inter-User and/ or Associate Inter-User that have a valid Special Provisions of the Terminal User's Contract.

10. CONFIDENTIALITY

- 10.1. All information related to the Contract, fulfilment of obligations undertaken by the Parties, their activity and other information and data related to relationship between the Parties is confidential and cannot be to any extent transferred or otherwise disclosed to any third party, except for cases established by legal acts or with written consent of the other Party.
- 10.2. Party will not be considered violating confidentiality obligation according to item 10.1 of the Contract, in case confidential information will be disclosed in accordance with the terms and procedure set forth in the Regulations and/ or the Contract, as well as to the competent state institution in accordance with the procedure and to the extent established by legal acts, to Party's shareholders, members of regulatory bodies and administration, employees to whom the information is necessary to perform tasks according to their functions, to legal and financial advisers and auditors of the Party, as well as to natural gas market participants in accordance with the procedure and to the extent established in legal acts.
- 10.3. The Party transferring confidential information to third parties in the cases specified in the Contract must ensure (if it is reasonably possible) confidentiality obligations of such parties in respect of transferred information.
- 10.4. The confidentiality obligation undertaken by the Parties under the Contract is valid for 2 (two) years from the date of termination of the Contract in respect of respective Party.

11. APPLIED LAW AND DISPUTE RESOLUTION

- 11.1. The legislation of the Republic of Lithuania is applied for the Contract and arising from it legal interrelations of the Parties.
- 11.2. Every dispute, disagreement or demand arising from or related to the Contract, its violation, termination or validity is resolved by negotiation between the Parties following the principles of good faith, legal equality, discretion, honesty and fairness of the Parties.
- 11.3. In case of failure to reach the agreement, every dispute, disagreement or demand arising from the Contract or related to the Contract, its violation, termination or validity is settled by the courts of the Republic of Lithuania in accordance with the laws of the Republic of Lithuania, unless the parties of the dispute agree to settle the dispute in the court of arbitration.

12. OTHER PROVISIONS

- 12.1. If any provision of the Contract would be declared invalid or impracticable by a competent dispute resolution institution, this would not invalidate the Contract, except for the cases when the Parties would not conclude the Contract without such provision.
- 12.2. The Operator has the right, without the consent of other Parties, to transfer all rights and obligations under the Contract to the entity who has obtained a liquefied natural gas regasification licence in accordance with the terms and conditions of the Law of the Republic of Lithuania on Natural Gas and is or will become liable for Terminal operation after the transfer of rights and obligations.
- 12.3. The Parties communicate sharing the information required for proper fulfilment of the obligations under the Contract. Exchange of information between the Parties is performed without compensation, unless otherwise specified in legal acts. The Parties provide each other with information through authorised representatives indicated in Annex No. 3 to the Contract.
- 12.4. Annexes enclosed to the Contract constitute an integral part of the Contract:
- 12.4.1. Annex No. 1. Form of Application for Accession to the Contract for Joint Terminal Use;
 - 12.4.2. Annex No. 2 Form of Contract Performance Guarantee;
 - 12.4.3. Annex No. 3. Authorised Representatives of the Parties.

13. INFORMATION EXCHANGE

- 13.1. Any notification, request, demand, report, invoice or other information to be provided under this Contract must be provided in writing and shall be considered provided if submitted by courier, sent by fax, registered mail with prepaid postage, or sent by e-mail to addresses specified in item 14.1 of the Contract.
- 13.2. Notifications, requests, demands, invoices or other information submitted or sent by the means mentioned in item 13.1 of the Contract is considered received by the addressee: (i) on the day of receipt in case of submission by the courier, sent by fax or e-mail (with appropriate confirmation of receipt), and (ii) 3 (three) days after sending, unless it is received before the specified time if sent by registered mail with prepaid postage.

14. ADDRESSES AND REQUISITES OF THE PARTIES

- 14.1. Addresses and requisites of the Operator and Initial Inter-Users:

[company name]	[company name]
[address]	[address]
[company code]	[company code]
[VAT payer code]	[VAT payer code]
Telephone: [telephone number]	Telephone: [telephone number]
E-mail: [e-mail address]	E-mail: [e-mail address]
Bank settlement account: [account number]	Bank settlement account: [account number]
Bank: [bank name]	Bank: [bank name]
Bank code: [bank code]	Bank code: [bank code]
SWIFT/BIC code: [code]	SWIFT/BIC code: [code]

- 14.2. Addresses and requisites of Associate Inter-Users are provided in the Accession Application.
- 14.3. The Party may specify other address and requisites for the purpose of the Contract upon notification of the other Party at any time.
- 14.4. The Parties undertake an obligation to inform each other in writing about change in requisites indicated in item 14.1 of the Contract no later than within 2 (two) working days after such change. In case no written notification was provided, all the information, requirements, invoices and other information for the purpose of the Contract is considered to be appropriately delivered to requisites specified in item 14.1.

[company name]	[company name]
[name, surname,]	[name, surname,]
[position]	[position]

APPLICATION FOR ACCESSION TO THE CONTRACT FOR JOINT TERMINAL USE

[date], [place], [year]

[specify legal form and name] (hereinafter referred to as **the Associate Inter-User**), legal entity code [specify], address [specify], established and acting in accordance with the legislation of [specify the country the legislation of which is the basis for establishment and activity], represented by [specify representative's position] [specify representative's name and surname], acting on the basis of [specify the basis of representation]

considering that:

- (A) The Associate Inter-User and the Operator have concluded the Terminal User's Contract and Special Provisions of the Terminal User's Contract (that together with other definitions beginning with capital letter has the same meaning as that given in the Regulations, except for definitions otherwise clearly defined in the Contract) in accordance with the terms and conditions of the Regulations for Use of Liquefied Natural Gas Terminal (hereinafter referred to as **the Regulations**) approved by the order No. [number] of the General Manager of KN Energies, SC dated [day] [month] [year], including the last amendments and alterations;
- (B) In order to ensure the possibility for Inter-Users to use the Terminal in an effective way, it is established that several Inter-Users using the Terminal at the same time for the purpose of use of the Terminal Capacities will be regarded as one gross Terminal User;
- (C) Part of LNG Lender's Cargo, i.e. Loanable Amount of LNG, is automatically without additional agreement lent to LNG Borrower (hereinafter referred to as **the Loanable Amount of LNG**) according to the Joint Terminal Schedule, when the Cargo delivered by one Terminal User, i.e. LNG Lender, according to his approved individual Service Schedule is regasified at lower than maximum regasification rate, and the Cargo of another Terminal User, i.e. LNG Borrower, should not be delivered to the Terminal according to his approved individual Service Schedule, however, regasification and/ or LNG reloading should be performed for LNG Borrower according to his individual Service Schedule;
- (D) Loanable Amount of LNG is equivalent to the LNG quantity which is being returned by the LNG Borrower to the LNG Lender according to terms and procedures provided in the Contract mentioned in point M herein, including the corresponding LNG losses of the Terminal User (hereinafter referred to as **the Returnable Amount of LNG**);
- (E) The Operator must perform certain actions in order to allow Inter-Users to borrow and return the Loanable Amount of LNG in accordance with the terms and conditions set forth in the Regulations;
- (F) The Regulations provide for rights and obligations of the Inter-Users related to borrowing and returning of the Loanable Amount of LNG to be set forth in the Inter-Use Terminal Contract;
- (G) The Operator and Initial Inter-Users, as they are defined in the Inter-Use Terminal Contract enclosed to the Application (hereinafter referred to as **the Contract**), have entered into the Contract;
- (H) Item 9.2 of the Contract provides for the possibility to accede to the Inter-Use Terminal Contract by signing the Application for Accession;

therefore, by signing this Application for Accession, I express my will to accede to the Contract and become a Party of it from the day of signing and submission of the Application for Accession to the Operator.

Address and requisites of the Associate Inter-User:

[company name]
[address]
[company code]
[VAT payer code]
Telephone: [telephone number]
E-mail: [e-mail address]
Bank settlement account: [account number]
Bank: [bank name]
Bank code: [bank code]
SWIFT/BIC code: [code]

Authorised representatives of the Associate Inter-User:

[name surname], [position], [supervised area], [telephone number], [e-mail address], or

[name surname], [position], [supervised area], [telephone number], [e-mail address]

On behalf of [company name]:

[name, surname,]
[position]

FORM OF CONTRACT PERFORMANCE GUARANTEE

To: SC “**KN Energies**”, legal entity code 110648893, address Buriu str. 19, Klaipeda (hereinafter referred to as the Operator).

Date: [•]

Type of guarantee: Performance guarantee

Guarantee No. [•]

Guarantor: [•]

Applicant: [•]

Beneficiaries: Inter-Users (as defined in the Regulations), which according to the Regulations of Use of the Liquefied Natural Gas Terminal of the SC “KN Energies” (hereinafter- Regulations) have the right to demand a payment according to this guarantee and which are represented by the Operator who acts in their name and on their behalf.

Secured obligation: The obligations of the Inter-User according to the Regulations(hereinafter the terms used in this paragraph are used according to definitions set forth in the Regulations) to deliver to full extent all Cargos indicated in his approved individual Annual Schedule or Monthly Schedules (in case the Terminal capacities were allocated after the annual Terminal Capacities Allocation Procedure) (the allowable deviation from the deliverable Cargo amounts and conditions of its application are specified in clause 75 of the Regulations), including the obligation set forth in the Inter-Use Terminal Contract to return Returnable Amount of LNG as well as the obligation of the Inter-User to compensate the loss of other Terminal Users occurring due to a failure to fulfil the obligations set forth in the Regulations, the Terminal User’s Contract, Special Provisions and the Inter-Use Terminal Contract including a failure to fulfil the obligation to ensure natural gas quality requirements set in the legal acts of the Republic of Lithuania.

Calculation, amount and currency
of Guarantee:

Amount of Guarantee: [•] EUR ([•] euros).

Right of claim, limitations to the payment sum
and documents that must be submitted by
the Beneficiaries to the Guarantor regarding
the payment:

The following must be specified in the written claim:

- (i) Exact amount of required payment not exceeding the maximum Guarantee sum;
- (ii) bank accounts requisites of the beneficiary(-ies);
- (iii) Explanations which obligations are not fulfilled by the Applicant according to the Secured obligation;
- (iv) A confirmation, that the beneficiary has the right to provide a claim according to the Guarantee according to the conditions set forth in the contract from which the Secured obligation arises.

The written claim must be signed by the authorised representatives of the Beneficiary in writing and provided via the Operator.

Any demand in writing including demand for payment must be submitted to the Guarantor to address [•]

Any written notice, including the payment demand has to be approved by the Beneficiary's bank with indication of the compliance of the signature of the Beneficiary on the demand with the example signature in the bank, as well as the right of the underwriting person to sign on behalf of Beneficiary (hereinafter – confirmation of signatures). The Beneficiary may demand for payments several times, however, the total amount of payments upon the Guarantee may not exceed the maximum payment claim amount according to the Guarantee.

Language of all drafted documents: Lithuanian or English; in case of nonconformities the priority is given to documents in Lithuanian language.

Form of Submission: The payment claim by the Beneficiary must be provided via the Operator in paper form by registered mail or courier to address [•]. The confirmation of the signatures must be provided together with the payment claim or via authenticated SWIFT message.

Place of Submission: [•]

Termination day: [•]

The Party liable for making applied payments: Applicant

Under the Guarantee the Guarantor undertakes an obligation to pay to the Beneficiaries the amount not exceeding the Guarantee amount upon Beneficiaries' claim using aforesaid Application Form according to the conditions established in the Guarantee.

The Guarantor must receive all the requirements according to the Guarantee no later than on Termination day at the Place of submission.

The Guarantor is not entitled to assign or transfer the rights and obligations under this Guarantee without prior written consent of the Beneficiary. The Beneficiary has the right to assign or transfer its rights under the Guarantee in accordance with Article 33 of Uniform Rules for Demand Guarantees (URDG) edition 2010, Publication No. 758 of the International Chamber of Commerce.

All rights and obligations under this Guarantee are subject to the laws of the Republic of Lithuania and URDG. For the sake of clarity, the Guarantor must pay the Guarantee amount within 5 (five) working days from the day the Guarantor receives the claim in compliance with the Guarantee conditions. Upon payment of the claim amounts according to the Guarantee, the amount of Guarantee shall be renewed.

Any disputes related to the Guarantee are settled by the courts of the Republic of Lithuania in accordance with the laws of the Republic of Lithuania, unless the parties of the dispute agree to settle the dispute in the court of arbitration.

On behalf of the Guarantor:

Name, surname, signature

AUTHORISED REPRESENTATIVES OF THE PARTIES

1. Authorized representatives of the Operator:

[name surname], [position], [supervised area], [telephone number], [e-mail address]

[name surname], [position], [supervised area], [telephone number], [e-mail address]

[•]

2. Authorized representatives of the Initial Inter-User - [company name]:

[name surname], [position], [supervised area], [telephone number], [e-mail address]

[name surname], [position], [supervised area], [telephone number], [e-mail address]

[•]

3. Authorized representatives of the Initial Inter-User - [company name]:

[name surname], [position], [supervised area], [telephone number], [e-mail address]

[name surname], [position], [supervised area], [telephone number], [e-mail address]

[•]

[Note: specify the number of entities entered into the Terminal User's Contract and Special Provisions of the Terminal User's Contract for purchase of the Foundation Capacities and Seasonal Capacities]

[company name]
[address]
[company code]
[VAT payer code]
Telephone: [telephone number]
E-mail: [e-mail address]
Bank settlement account: [account number]
Bank: [bank name]
Bank code: [bank code]
SWIFT/BIC code: [code]

[company name]
[address]
[company code]
[VAT payer code]
Telephone: [telephone number]
E-mail: [e-mail address]
Bank settlement account: [account number]
Bank: [bank name]
Bank code: [bank code]
SWIFT/BIC code: [code]