



General Terms and Conditions of Green Electricity and the Use of the Green Electricity Trademark

Valid from 01/06/2021

1. GENERAL TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions for the Purchase and Sale and Use of the Green Electricity Trademark (hereinafter referred to as the **General Terms and Conditions of the GE**) apply to the purchase and sale of electricity produced from renewable energy sources (hereinafter – **Green Energy**) and the Buyer's use of the Green Energy Trademark.
- 1.2. The General Terms and Conditions of GE apply only to such Purchase and Sale of Electricity, to which the General Terms and Conditions also apply.
- 1.3. When supplying Green Energy in accordance with the General Terms and Conditions of the GE, the Seller grants the Buyer a license (hereinafter – **the License**) to use the Green Energy Trademark (hereinafter – **the Trademark**).
- 1.4. The license is non-exclusive and does not grant the right to sublicense.
- 1.5. The license is valid for the duration of the Agreement.
- 1.6. The fee for the License is included in the price payable for the supplied electricity and specified in the Individual Terms.
- 1.7. By using the Trademark, the Buyer undertakes to comply with all obligations set forth in the General Terms and Conditions of the GE, including the Green Energy Trademark User Manual (hereinafter referred to as the **Guidelines**).
- 1.8. The Seller has the right to publish Green Energy users on its website at www.enefit.lt, unless the Buyer informs the Seller of its unwillingness to be public.

2. SALE AND PURCHASE OF ENERGY

- 2.1. If the object of the Agreement is the Purchase and Sale of Green Energy, the Seller undertakes to supply the Buyer with electricity, the origin of which from renewable energy sources can be proved by certificates of origin.
- 2.2. The Seller shall ensure the possession of certificates of origin issued in a state of the European Economic Area and required for the

confirmation of the quantities of supplied Green Energy (hereinafter referred to as the **Certificate of Origin**). If the Buyer wishes to transfer or revoke the existing Certificate of Origin, then the Parties shall enter into a separate agreement (including the transfer and revocation fee).

3. THE USE OF THE TRADEMARK

- 3.1. The Buyer has the right to use the Trademark on its Green Energy buildings, product packaging and other promotional materials as specified in the Guidelines. Within the meaning of these General Terms and Conditions of GE, buildings related to the Green Energy Consumption are considered to be buildings in which the Buyer consumes Green Energy purchased from the Seller.
- 3.2. The Seller has the right to control the use of the Trademark.
- 3.3. The Seller has the right to use the Trademark Alert together with the Trademark for the purposes of its registration in the Republic of Lithuania and to require the Buyer to use the Trademark Alert.
- 3.4. The Buyer is prohibited from modifying the Trademark (including adding or removing elements, changing the color scheme or making any other modifications) or otherwise affecting the distinctive features of the Trademark.
- 3.5. The Buyer is prohibited from registering the Trademark or trademarks similar to the Trademark in any territory.
- 3.6. Upon termination of the Agreement, the Buyer is prohibited from putting into circulation the products marked with the Trademark.
- 3.7. The Buyer is prohibited from using the Trademark in any advertising space or on other advertising material together with the trademark or name of the Seller's competitor or other symbolic marking. Electricity companies operating in the Republic of Lithuania, including electricity suppliers and distribution system operators, are considered to be competitors of the Seller.



- 3.8. In the territory of the Republic of Lithuania, the Buyer has the right to use only the Lithuanian version of the Trademark.
- 3.9. If the Buyer breaches the General Terms and Conditions of GE, the Seller has the right to demand immediate termination of the use of the Trademark and pay a contractual penalty as specified in the General Terms and Conditions of GE.

4. REQUIREMENTS FOR THE USE OF THE TRADEMARK LOGO

- 4.1. Presentation of the Trademark in a manner other than specified in the General Terms and Conditions of GE must be agreed in advance in writing with the Seller.
- 4.2. The Trademark contains a word mark in Estonian, English, Latvian and Lithuanian. If the Trademark is to be used in a language other than any of the above languages, this must be agreed in writing with the Seller.
- 4.3. Coordination of the submission of the Trademark shall be carried out in the following order:
 - 4.3.1. The Buyer submits the design project to the Seller for approval, the scope of the announcement and the channels before the publication of the advertisement (or other material).
 - 4.3.2. The Seller informs the Buyer about the suitability or unsuitability of the submission of the Trademark not later than within 5 (five) working days from the receipt of the request to confirm the advertisement or other material.
- 4.4. If a graphic error in the submission of the Trademark occurs after the publication of advertisement or other material, the Buyer shall inform the Seller thereof not later than within 1 (one) working day after publication of advertisement or other material and immediately, but not later than within 2 (two) working days, corrects the error.

5. LIABILITY FOR BREACH OF THE TERMS OF USE OF THE TRADEMARK

- 5.1. If the Buyer breaches the requirements for the use of the Trademark set forth in the General Terms and Conditions of the GE (including the requirements of the Guidelines), the Seller has the right to demand the Buyer to pay a contractual penalty of EUR 1,000 (one thousand

euros) for each breach. The right to demand payment of the penalty does not deprive the Seller of the right to demand compensation from the Buyer for all losses incurred due to the breach.

- 5.2. In case of repeated breaches of the General Terms and Conditions of GE, including the case when the Buyer does not eliminate the breach within the term specified in Clause 4.4, the Seller has the right to demand that the Buyer pay **twice the contractual penalty for each repeated breach.**