FINANCIAL SUPPORT AGREEMENT No. *[number]*

 [*date*]

[*location*]

**UAB** \_\_\_\_\_\_\_\_\_\_\_\_\_, a private limited liability company established and operating under the laws of the Republic of \_\_\_\_\_\_\_\_\_ *[country]*, having its registered office at \_\_\_\_\_\_\_\_, legal entity code \_\_\_\_\_\_\_\_\_, represented by *[position, name, surname]*, acting under *[governing document – articles of association/regulations or a power of attorney]* (hereinafter referred to as the **Financial Support Provider**),

and

\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ established and operating under the laws of the Republic of \_\_\_\_\_\_\_\_\_ *[country]*, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legal entity code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by *[position, name, surname]*, acting under *[governing document – articles of association/regulations or a power of attorney]* (hereinafter referred to as the **Financial Support Recipient**),

hereinafter referred to collectively as the **Parties** and each individually as a **Party**, have entered into this Financial Support Agreement (hereinafter referred to as the **Agreement**).

1. **Object of the Agreement**
	1. The Financial Support Provider undertakes to transfer to the Financial Support Recipient, free of charge, in accordance with the procedure set out in this Agreement, the sum of EUR [amount] [in words] (hereinafter referred to as the **Financial Support**) and the Financial Support Recipient undertakes to use the Financial Support received in accordance with the terms and conditions of this Agreement.
	2. The Financial Support shall be granted for the implementation of “\_\_\_\_\_\_\_\_\_\_\_\_\_” [name of the project, location of the project] (hereinafter referred to as the **Project**) in accordance with the Financial Support Application submitted by the Financial Support Recipient and registered on \_\_\_ (hereinafter referred to as the **Application**). The Application shall be attached to the Agreement as an Annex and shall form an integral part of the Agreement.
	3. The Agreement is concluded and the Financial Support shall be provided in accordance with the requirements of the Civil Code of the Republic of Lithuania, the Republic of Lithuania Law on Charity and Financial Support, other normative legal acts regulating the receipt and use of the Financial Support, the Financial Support Provider's Rules of the Management of Financial Support, and the Financial Support Recipient's founding documents.
2. **Obligations and Rights of the Financial Support Provider**
	1. The Financial Support Provider undertakes to transfer the Financial Support to the Financial Support Recipient no later than by 31 December of the year in which this Agreement is concluded.
	2. The Financial Support Provider shall transfer the Financial Support to the Financial Support Recipient’s bank account No. *[bank account number]*, held with *[bank name]*, indicating in the payment order that the funds are provided as Financial Support.
	3. The Financial Support Provider shall have the right to obtain from the Financial Support Recipient information and documentation on the use of the Financial Support.
	4. The Financial Support Provider must, no later than within one (1) month from the provision of the Financial Support, publish information about the granted Financial Support on the websites [www.ignitisgrupe.lt](http://www.ignitisgrupe.lt) and https://ignitisrenewables.com/: The Financial Support Recipient, the purpose of the Financial Support, the amount of the Financial Support, the duration of the Financial Support, and any other information selected at the discretion of the Financial Support Provider.
	5. The Financial Support Provider undertakes to provide information on the Financial Support to the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or to other institutions in accordance with the procedure established by law.
	6. If it is determined that the Financial Support was granted to the Financial Support Recipient in violation of the European Union State aid rules or is recognized by the European Commission as incompatible aid, the Financial Support Provider must, in accordance with Article 55(1) of the Law on Competition of the Republic of Lithuania, adopt a decision declaring such aid unlawful and subject to repayment to the State budget.
	7. In such a case, the Financial Support Recipient must return the granted Financial Support to the State budget, or the amount shall be recovered through a non-contentious procedure. The procedure for the recovery of unlawfully granted State aid or financial support of insignificant (*de minimis*) value is detailed in the procedure for the recovery of unlawful State aid or financial support of insignificant (*de minimis*) value approved by the Resolution of the Government of the Republic of Lithuania of 6 September 2004 No. 1136.

**3. Declarations, Obligations and Rights of the Financial Support Recipient**

* 1. The Financial Support Recipient hereby declares that it has the right to receive the Financial Support in accordance with the procedures laid down by the legislation of the Republic of Lithuania and undertakes to inform the Financial Support Provider immediately in the event that such right is lost.
	2. The Financial Support Recipient undertakes to use the Financial Support received in a responsible manner, in accordance with its purpose and exclusively for the implementation of the Project, and to provide timely reports and other information related to the use of the Financial Support funds.
	3. The Financial Support Recipient may, if agreed upon in writing with the Financial Support Provider, publicise in its events, publications, newsletters, information notices, its website (if any) and other publicity about the Financial Support it has received for the Project, and may also refer to the Financial Support Provider as an entity contributing to the implementation of the Project. In such cases, the amount of the costs incurred by the Financial Support Recipient in publicising information about the Financial Support Provider shall not exceed 10 (ten) percent of the value of the Financial Support granted by that Financial Support Provider (if the publicity costs have been included in the application for Financial Support) under this particular Agreement. If the Financial Support Recipient incurs costs in excess of the threshold referred to in this Clause in relation to the dissemination of the information, such costs in excess of this threshold shall be deemed to be a Financial Support that has not been used in accordance with the purpose of the Financial Support and shall be borne by the Financial Support Recipient at the expense of the latter. The provisions of Clause 4.9 of the Agreement shall not apply to this Clause.
	4. The Financial Support Recipient hereby agrees that the Financial Support Provider may, at its discretion, publicise information about the Financial Support granted to the Financial Support Recipient.
	5. If the Financial Support or any part thereof is used to acquire assets, the Financial Support Recipient must ensure the safekeeping of such assets and their use in accordance with the designated purpose of the Financial Support, as specified in Clause 12.1 of the Rules.
	6. The Financial Support Recipient undertakes to pay all taxes in accordance with the legislation of the country concerned in relation to the use of the Financial Support received.
	7. The Financial Support Recipient undertakes to collect and keep all documents (invoices, warrants, cash register vouchers, contracts, etc.) confirming the use of the Financial Support.
	8. The Financial Support Recipient undertakes to keep records in accordance with the laws and regulations of the State concerned in order to verify the use made of the Financial Support by the Financial Support Provider for the Financial Support Recipient.
	9. The Financial Support Recipient undertakes to indemnify the Financial Support Provider against any losses incurred by the Financial Support Provider as a result of the misuse of the Financial Support, the misuse of publicity, the submission of erroneous, inadequate or inappropriate reports in accordance with the present Agreement, or any other violation by the Financial Support Recipient of its obligations under this Agreement.
	10. The Financial Support Recipient undertakes to comply with the requirements of the Anti-Corruption Policy and Code of Ethics of AB Ignitis Group, which are publicly available on the website [www.ignitisgrupe.lt](http://www.ignitisgrupe.lt), during the performance of the Agreement.
	11. **Monitoring and Use of the Financial Support. Modification of part(s) of the project.**The Financial Support Recipient undertakes to implement the Project by \_\_/\_\_/\_\_\_\_ [date]. Failure by the Financial Support Recipient to implement the Project within the term set out in this Clause, or within the extended term set out in Clause 4.2 of the Agreement, shall be deemed to constitute a material violation of the Agreement. The Financial Support Recipient undertakes to reimburse the Financial Support granted to the Financial Support Provider within 30 (thirty) calendar days of receipt of the Financial Support Provider's request. For a period of three (3) years from the full repayment of the Financial Support to the Financial Support Provider, the Financial Support Recipient shall not be eligible to submit applications for financial support to UAB Ignitis Renewables and/or its subsidiaries for any projects.
	12. If, due to changed objective circumstances, the Financial Support Recipient is unable to implement the Project by the deadline set out in Clause 4.1 of the Agreement, the deadline specified in Clause 4.1 may be extended by mutual agreement of the Parties, provided that the extension is made before the original deadline expires and that it is extended no more than twice. The Financial Support Recipient undertakes to notify the Financial Support Provider immediately of the occurrence of such circumstances, together with a reasoned request for an extension of the term and the evidence and documents supporting the request. The Financial Support Provider shall examine such a request within 10 (ten) business days from the date of its receipt and shall provide the Financial Support Recipient with a reply on whether or not to extend the term set out in Clause 4.1 of the Agreement. In the event of a deadline extension, the Parties shall sign an additional agreement amending the Agreement in a simple written form.
	13. A modification of part of the Project is permitted only if all of the following conditions are met:
		1. The modification of part of the Project is necessary for the proper implementation of the Project or would increase the value of the Project for the community;
		2. The deadline set in the Agreement for the Financial Support Recipient to implement the Project has not yet expired;
		3. The Financial Support Recipient seeks to modify a non-essential part of the Project that does not exceed 20 (twenty) percent of the Project budget value specified in the Application (applicable in cases where the modification of part of the Project would result in changes to the Project budget lines provided in the Application);
		4. Even after the modification of a non-essential part of the Project, the Project objectives and goals set out in the Application will be achieved, i.e., the Financial Support will be used in accordance with its intended purpose.
	14. The Financial Support Recipient, seeking to modify a non-essential part of the Project, must submit a written request to the Financial Support Provider regarding the proposed modification. In the request, the Financial Support Recipient must specify the part of the Project to be modified and justify that all conditions set out in Clause 4.3 of the Agreement, under which modification of part of the Project is permitted, are met.
	15. If all conditions set out in Clause 4.3 of the Agreement are met and the Financial Support Provider agrees to the modification of part of the Project, the Financial Support Provider and the Financial Support Recipient shall conclude an addendum to the Financial Support Agreement.
	16. If it is not possible to implement the Project and use the Financial Support as specified in the Application, and the conditions set out in Clause 4.3 of the Agreement allowing for the modification of part of the Project are not met, the Financial Support Recipient must immediately, and no later than within five (5) business days from the date such circumstances become known, notify the Financial Support Provider in writing. In the written notice to the Financial Support Provider, the Financial Support Recipient must indicate the reasons why the Project cannot be implemented and must return the granted Financial Support to the Financial Support Provider within thirty (30) calendar days from the date of such notification.
	17. The Financial Support Recipient must return the unused portion of the Financial Support to the Financial Support Provider within thirty (30) calendar days from the expiry of the deadline set out in Clause 4.1 of the Agreement, unless the circumstances specified in Clause 4.8 of the Agreement apply.
	18. If, during the implementation of the Project, the Financial Support is used in accordance with its intended purpose (i.e., for the implementation of the Application specified in Clause 1.2 of the Agreement) and an unused amount of up to one hundred (100) EUR remains, and the deadline set out in Clause 4.1 of the Agreement has not yet expired, the Financial Support Recipient, upon prior coordination with the Financial Support Provider by email, may use the unused amount of the Financial Support, not exceeding one hundred (100) EUR, before the expiry of the deadline set in Clause 4.1, to purchase goods and/or services related to the Project, without deviating from the Project’s objectives and goals. The Financial Support Recipient shall account for the use of such unused Financial Support in accordance with the procedure set out in Clause 4.12 of the Agreement.
	19. If the Financial Support is not used for its intended purpose, i.e. not for the implementation of the Project as foreseen in Clause 1.2 of the Agreement, this shall be considered to be a material violation of the Agreement and the Financial Support Agreement with the Financial Support Recipient shall be terminated unilaterally, without the need to resort to court proceedings by the Financial Support Provider. In such a case, the Financial Support Recipient undertakes to reimburse the Financial Support granted to the Financial Support Provider within 30 (thirty) calendar days of receipt of the Financial Support Provider's request. For a period of three (3) years from the full repayment of the Financial Support to the Financial Support Provider, the Financial Support Recipient shall not be eligible to submit applications for financial support to UAB Ignitis Renewables and/or its subsidiaries for any projects.
	20. If the Financial Support Recipient fails to comply with the obligation set out in Clause 3.10 of the Agreement to adhere to the requirements of the Anti-Corruption Policy and the Code of Ethics of AB Ignitis Group in the performance of the Agreement and does not remedy such breach within five (5) business days from the date of receiving the respective notice from the Financial Support Provider, this shall be considered a material breach of the Agreement, and the Financial Support Agreement shall be unilaterally terminated with the Financial Support Recipient, without the Financial Support Provider having to apply to a court. In such a case, the Financial Support Recipient undertakes to reimburse the Financial Support granted to the Financial Support Provider within 30 (thirty) calendar days of receipt of the Financial Support Provider's request. For a period of three (3) years from the full repayment of the Financial Support to the Financial Support Provider, the Financial Support Recipient shall not be eligible to submit applications for financial support to UAB Ignitis Renewables and/or its subsidiaries for any projects.
	21. In the event of circumstances coming to light that the Financial Support Recipient has provided false or untrue information to the Financial Support Provider in the Application or related documents, as well as in the event of circumstances that make or may make the granting and/or use of the Financial Support unlawful, or that pose a potential risk to the reputation of the Financial Support Provider and/or AB Ignitis Group and its directly and indirectly controlled legal entities (hereinafter referred to as the **Group**), (for example, such as judgments handed down by courts in civil, administrative or criminal cases against the Financial Support Recipient for previous offences related to the misuse of the Financial Support, as well as for fraud or other similar corrupt or other criminal offences, information in the public domain about the potentially improper activities of the Financial Support Recipient, which may directly or indirectly have a negative impact on or undermine the good reputation of the Financial Support Provider or the Group, inappropriate behaviour/activities of the Financial Support Recipient or its management which may pose a risk to the ability of the Financial Support Provider to achieve the results of the Activity or the Project as set out by the Financial Support Provider for the Financial Support Recipient, etc.) shall be considered as a material violation of the Agreement and the Financial Support Agreement with the Financial Support Recipient shall be terminated unilaterally, without recourse to the courts by the Financial Support Provider. In such a case, the Financial Support Recipient undertakes to reimburse the Financial Support granted to the Financial Support Provider within 30 (thirty) calendar days of receipt of the Financial Support Provider's request. For a period of three (3) years from the full repayment of the Financial Support to the Financial Support Provider, the Financial Support Recipient shall not be eligible to submit applications for financial support to UAB Ignitis Renewables and/or its subsidiaries for any projects.
	22. The Financial Support Recipient shall submit to the Financial Support Provider, by \_\_/\_\_/\_\_\_\_ [date], a completed report on the use of the Financial Support on the results of the implemented Project (hereinafter referred to as the **Report**) in the form prescribed by the Financial Support Provider, together with a description and documented justification of the use made of the Financial Support. The Financial Support Recipient shall attach to the Report invoices, payment orders, cash receipts, contracts, etc., or copies thereof. The Financial Support Recipient may, at their own discretion, provide additional materials (video recordings, the final/tangible result of the Project (e.g., a book)):
		1. Failure by the Financial Support Recipient to submit the Report shall be considered to be a material violation of the Agreement and the Financial Support Recipient shall undertake to reimburse the Financial Support to the Financial Support Provider within 30 (thirty) calendar days of the Financial Support Provider's request. For a period of three (3) years from the full repayment of the Financial Support to the Financial Support Provider, the Financial Support Recipient shall not be eligible to submit applications for financial support to UAB Ignitis Renewables and/or its subsidiaries for any projects.
		2. If the Financial Support Provider considers that the Report and the accompanying documents do not justify the use of the full amount of the Financial Support disbursed to the Financial Support Recipient, the Financial Support Provider shall request additional information and documents from the Financial Support Recipient, which must be provided by the Financial Support Recipient within 5 (five) business days from the receipt of such request. In case the Financial Support Recipient does not provide the additional information and documents requested by the Financial Support Provider within the term or the information and documents provided are, in the opinion of the Financial Support Provider, inadequate, the situation shall be deemed to be a failure to submit the Report and the consequences referred to in Clause 4.12.1 of the Agreement shall apply.
		3. If the Financial Support Provider considers that the Report and the accompanying documents do not justify the use of part of the amount of the Financial Support disbursed to the Financial Support Recipient, the Financial Support Provider shall request additional information and documents from the Financial Support Recipient, which must be provided by the Financial Support Recipient within 5 (five) business days from the receipt of such request. In case the Financial Support Recipient of the Financial Support does not provide the additional information and documentation requested by the Financial Support Provider for part of the amount of the Financial Support within the set term, or if the information and documentation provided is, in the opinion of the Financial Support Provider, inadequate, the Financial Support Recipient shall reimburse to the Financial Support Provider the part of the Financial Support, the use of which has not been duly justified by the additional information, documentation requested by the Financial Support Provider, within thirty (30) calendar days from the date of receipt of a request from the Financial Support Provider. If a portion of the Financial Support is not returned on time, the Financial Support Recipient shall not be eligible, for a period of three (3) years from the date of returning the outstanding amount to the Financial Support Provider, to submit applications for financial support to UAB Ignitis Renewables and/or its subsidiaries for any projects.
1. **Validity, Amendment and Termination of the Agreement**
	1. This Agreement shall enter into force on the date of its signature and shall remain in force until the obligations under this Agreement have been fully discharged.
	2. The Agreement may be amended or supplemented by written agreement of both Parties only on the grounds specified in this Agreement. A written agreement between the Parties to amend the Agreement shall be attached to the Agreement as an Annex and shall form an integral part of the Agreement.
	3. The Agreement may be terminated by written agreement of the Parties or at the initiative of one of the Parties by giving the other Party not less than 30 (thirty) calendar days' written notice of termination.
	4. The Parties hereby agree that in the event of unilateral termination of the Agreement, the following rules shall apply:
		1. If the Financial Support Agreement is terminated due to the fault of the Financial Support Recipient, the Financial Support Recipient undertakes to reimburse the Financial Support received to the Financial Support Provider within 30 (thirty) calendar days;
		2. If the Financial Support Recipient terminates the Financial Support Agreement through no fault of the Financial Support Provider, the Financial Support Recipient undertakes to reimburse the Financial Support Provider within 30 (thirty) calendar days;
		3. If the Financial Support Provider terminates the Financial Support Agreement through no fault of the Financial Support Recipient or the Financial Support Recipient terminates the Financial Support Agreement through the fault of the Financial Support Provider, the Financial Support Provider shall reimburse the Financial Support Recipient for the documented direct losses incurred by the Financial Support Recipient during the implementation of the Project as provided for in Clause 1.2 of the present Agreement, or in the performance of any other obligations to the Financial Support Provider under this Agreement. The Parties hereby agree that such direct losses shall not exceed the amount of the Financial Support referred to in Clause 1.1 of the Agreement. The Financial Support Provider undertakes to reimburse the Financial Support Recipient for such direct losses within thirty (30) calendar days of receipt of the documentation supporting the direct losses.
	5. The Agreement shall be terminated unilaterally, without recourse to the courts, at the request of the Financial Support Provider, if the Financial Support Recipient commits a material violation of the Agreement (Clauses 4.1, 4.9–4.11, 4.12.1, 4.12.2). In such a case, the consequences set out in Clauses 4.1, 4.9–4.11, 4.12.1 of the Agreement shall apply.
	6. Damages caused by the Parties to each other shall be indemnified in accordance with the procedures established by law, unless otherwise specified in this Agreement.
2. **Dispute Resolution**
	1. All disagreements arising between the Parties in connection with this Agreement shall be settled by negotiation, and in the event of failure to reach an agreement within 1 (one) calendar month, in the courts of the Republic of Lithuania in accordance with the procedure established by the legislation of the Republic of Lithuania.
3. **Final Provisions**
	1. The Agreement shall be governed by the law of the Republic of Lithuania, except for specific matters relating to the receipt and/or accounting for and/or documentation of the use of the Financial Support, which may be governed by the law of another State.
	2. All notices and Reports related to the performance of the Agreement must be sent by email to the addresses of the Parties specified in the Agreement.
	3. Information and/or documents sent by e-mail shall be deemed to have been served on the business day following the day on which the e-mail was sent.
	4. The Parties must inform each other in writing no later than within 5 (five) business days of any change in their details and contact persons. A Party that fails to notify the other Party of any changes to its contact details shall assume all related risks, and any notices, requests, demands, or other documents sent to the last known email address of that Party shall be deemed properly sent and duly delivered.
	5. The Parties shall designate contact persons who will be responsible for communication in the implementation of the Agreement. Authorised contact person (employee) of the Financial Support Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_ (name, surname, e-mail, tel. No.). Authorised contact person (employee) of the Financial Support Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_ (name, surname, e-mail, tel. No.).
	6. The Financial Support Recipient may not unilaterally assign its rights and obligations under this Agreement to any other person. The Financial Support Provider shall have the right to unilaterally assign all rights and obligations under this Agreement to third parties of the Financial Support Provider's choice, without the Financial Support Recipient's prior consent, in accordance with its own internal legal provisions.
	7. The Agreement shall be signed in 2 (two) copies, each of which shall have equal legal authority, one copy being delivered to each of the Parties.
4. **Annexes to the Agreement**

Annex No. 1 – Application for Financial Support, Reg. No.

1. **Details of the Parties**

|  |  |
| --- | --- |
| **UAB \_\_\_\_\_\_\_\_\_\_**Legal entity code: Address: E-mail address:VAT identification number: Bank account No. Bank Bank code:  | **Name of legal entity**Legal entity code: Address:E-mail address:VAT identification number: Bank account No. Bank Bank code: |

|  |  |
| --- | --- |
| **On behalf of the Financial Support** **Provider:****UAB \_\_\_\_\_\_\_\_\_\_\_**Position, name, surname | **On behalf of the Financial Support Recipient:****(Name of legal entity)**Position, name, surname |