

6. May the existence of a significant imbalance be characterised in an agreement such as that at issue in the main proceedings in which both parties bear an exchange risk, when, first, the professional party has greater means than the consumer to foresee the exchange risk and when, second, the risk borne by the professional party is subject to an upper limit while that borne by the consumer is not?

(¹) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

**Request for a preliminary ruling from the Cour d'appel de Paris (France) lodged on 30 June 2020 —
IB v FA**

(Case C-289/20)

(2020/C 297/45)

Language of the case: French

Referring court

Cour d'appel de Paris

Parties to the main proceedings

Appellant: IB

Respondent: FA

Question referred

Where, as in the present case, it is apparent from the factual circumstances that one of the spouses divides his time between two Member States, is it permissible to conclude, in accordance with and for the purposes of the application of Article 3 of Regulation (EC) No 2201/2003, (¹) that he or she is habitually resident in two Member States, such that, if the conditions listed in that article are met in two Member States, the courts of those two States have equal jurisdiction to rule on the divorce?

(¹) Council Regulation (EC) No 2201/2003 of 27 November 2003 concerning jurisdiction and the recognition and enforcement of judgments in matrimonial matters and the matters of parental responsibility, repealing Regulation (EC) No 1347/2000 (OJ 2003 L 338, p. 1).

**Request for a preliminary ruling from the Satversmes tiesa (Latvia) lodged on 30 June 2020 — AS
Latvijas Gāze v Latvijas Republikas Saeima, Sabiedrisko pakalpojumu regulēšanas komisija**

(Case C-290/20)

(2020/C 297/46)

Language of the case: Latvian

Referring court

Satversmes tiesa

Parties to the main proceedings

Applicant: AS Latvijas Gāze

Defendants: Latvijas Republikas Saeima, Sabiedrisko pakalpojumu regulēšanas komisija