

## **TERMS AND CONDITIONS OF THE AGREEMENT REGARDING THE ACTIVITIES OF THE INDEPENDENT MEMBER OF THE SUPERVISORY BOARD**

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IN VIEW OF THE FACT THAT:

(A) the Member of the Supervisory Board has been elected to the Supervisory Board of the Company following the decision No. [...] taken during the General Meeting of the Shareholders of [date];

(B) the aim of the Agreement between the Company and the Member of the Supervisory Board is to establish the principles of activity of the Member of the Supervisory Board, to set the rights, obligations and liability of the Member of the Supervisory Board for the activity in the Supervisory Board of the Company, the principles of remuneration for the activity of the Member of the Supervisory Board, material conditions and measures necessary for the performance of the duties;

(C) in accordance with the provisions of the Corporate Governance Code for the Companies Listed on NASDAQ OMX Vilnius concerning independent members of the supervisory board of the Company, which, among other things, stipulate that the Member of the Supervisory Board should be considered independent only if he is free of any business, family or other relationship with the Company, its controlling shareholder or the management of either, that creates or may create a conflict of interest such as to impair his/her judgment;

(D) the Member of the Supervisory Board confirms his/her independence,

the Parties shall agree as follows:

### **1. ACTIVITIES OF THE MEMBER OF THE SUPERVISORY BOARD**

#### **1.1. Functions of the Member of the Supervisory Board**

1.1.1. The Member of the Supervisory Board shall perform his/her duties set out in the applicable legislation, the Articles of Association of the Company, decisions of the General Meeting of Shareholders and the Supervisory Board, and, acting together with other persons elected to the Supervisory Board of the Company, resolve the issues attributed to the competence of the Supervisory Board and perform other tasks assigned to the Supervisory Board.

1.1.2. The Member of the Supervisory Board must act for the benefit of the Company and all shareholders of the Company. The Member of the Supervisory Board shall act in accordance with the laws, other legislation, the Articles of Association of the Company, the decisions of the General Meeting of Shareholders and the Supervisory Board, as well as the operational strategy of the Company and the Rules of Procedure of the Supervisory Board.

1.1.3. The Member of the Supervisory Board shall undertake to perform his/her duties properly, to resolve all issues assigned to the Supervisory Board efficiently and impartially and to follow the highest professional standards. The Member of the Supervisory Board must ensure that the functions of the Supervisory Board provided for in the applicable laws and other legislation as well as the Articles of Association of the Company are implemented continuously.

1.1.4. The Member of the Supervisory Board must perform his/her duties in person and shall not be entitled to assign or delegate all or part of the functions of the Member of the Supervisory Board to the third parties, except for statutory exceptions.

#### **1.2. Participation in the Meetings of the Supervisory Board of the Company**

1.2.1. The Member of the Supervisory Board must attend all meetings of the Supervisory Board of the Company unless it is impossible to do so for objective reasons.

1.2.2. The Member of the Supervisory Board must always come to the meetings having familiarized himself/herself with the agenda of the meeting and with all the information and documents in relation to the issues under consideration provided. The Member of the Supervisory Board must actively participate in the discussion of the issues on the agenda of the meeting, present his/her position in writing or orally on all the issues discussed, and make reasoned proposals for resolving the issues under consideration.

1.2.3. The Member of the Supervisory Board shall have the right to initiate a meeting of the Supervisory Board and the right to suggest questions to the agenda of the meeting of the Supervisory Board to be initiated or convened.

### 1.3.Voting

1.3.1. Members of the Supervisory Board must attend the meetings of the Supervisory Board and vote for or against each item under consideration. The Member of the Supervisory Board shall not have the right to refuse to vote or to abstain from voting, except in cases where there may be a conflict of interests between the Member of the Supervisory Board and the Company or on other grounds established by the Articles of Association or the legislation. The Member of the Supervisory Board shall have the right to give an authorization in a simple written form to another Member of the Supervisory Board who would represent him/her in voting at the meeting of the Supervisory Board.

1.3.2. The Member of the Supervisory Board who is unable to participate directly in the meeting of the Supervisory Board must vote in advance in writing or vote by electronic means in accordance with the procedure prescribed in the Rules of Procedure of the Supervisory Board, if the security of the information transmitted may be ensured and the identity of the voter can be established.

### 1.4.Provision of the Technical and Organizational Measures for the Activities of the Member of the Supervisory Board

1.4.1. The Company shall ensure proper conditions of work for the Supervisory Board and the members of the Supervisory Board in the Supervisory Board by providing technical and organizational measures necessary for work.

### 1.5.Absence of Conflict of Interest

1.5.1. The consent of the Member of the Supervisory Board to run for the Member of the Supervisory Board of the Company and the declaration of interests specifying all the circumstances that could give rise to a conflict of interest between the Member of the Supervisory Board and the Company, are attached as Appendix No. 1 to this Agreement. In the case of the circumstances not specified in Annex no. 1 that could give rise to a conflict of interest between the Member of the Supervisory Board and the Company, the Member of the Supervisory Board shall immediately inform the Supervisory Board and the Company of such new circumstances in writing.

### 1.6.Absence of Employment Relationship

1.6.1. The Parties confirm that this Agreement established the civil legal relationship between the Member of the Supervisory Board and the Company. This Agreement shall not be construed as creating an employment relationship between the Parties. Accordingly, the Member of the Supervisory Board shall not be considered an employee of the Company and shall not be subordinate or accountable to the management of the Company. Pursuant to this Agreement, the Member of the Supervisory Board shall act only as the Member of the Supervisory Board of the Company and shall assume full responsibility for the performance of his/her functions and implementation of this Agreement.

### 1.7. Intellectual Property

1.7.1. The Parties agree that the economic and, to the extent not prohibited by applicable legislation, the non-economic rights to any intellectual or industrial property created by the Member of the Supervisory Board during the term of this Agreement, directly related to the activities of the Member of the Supervisory Board under this Agreement, including copyright objects, trademarks, service marks, products and industrial designs, as well as any other items developed during the performance of the duties of the Member of the Supervisory Board shall fully, automatically, indefinitely and irrevocably become owned by the Company and shall be the exclusive property of the Company.

1.7.2. Remuneration to the Member of the Supervisory Board for creation of the items referred to in Article 1.7.1 above is included in the remuneration paid to the Member of the Supervisory Board under this Agreement and the Company shall have the right to dispose of such items at its sole discretion without paying any additional remuneration to the Member of the Supervisory Board.

## **2. REIMBURSEMENT OF EXPENSES**

### 2.1.Reimbursement of Expenses Associated with Activities of the Member of the Supervisory Board in the Supervisory Board

2.1.1. If the performance of the functions of the Member of the Supervisory Board requires reasonable expenses, including but not limited to travel, accommodation outside the place of business of the Company, transportation, meals during trips, and, if necessary, reasonable costs for the services of external advisors, auditors, lawyers in relation to the performance of functions of the Member of the Supervisory Board, the Company shall undertake to cover directly or to reimburse to the Member of the Supervisory Board such reasonable expenses if these are discussed with the Company in advance.

2.1.2. For the activities of the Member of the Supervisory Board the Company shall undertake to pay EUR [amount in numbers] (amount in words) (before taxes) for 1 (one) hour actually spent exercising the activities of the Member of the Supervisory Board, but in all cases not more than EUR [amount in numbers] (amount in words) (before taxes) per calendar month.

2.1.3. The remuneration shall be paid monthly within 15 (fifteen) calendar days from the date of signing of the Statement of Transfer and Acceptance. By the end of the calendar month during which the Member of the Supervisory Board performed the activities of the Member of the Supervisory Board, the member of the Supervisory Board shall submit to the Company a Statement of Transfer and Acceptance and an Invoice for his/her activity as the Member of the Supervisory Board within 10 (ten) calendar days. The Statement of Transfer and Acceptance must detail the time actually spent performing the activities of the Member of the Supervisory Board during the month and the nature of the activities. The Statement of Transfer and Acceptance may be signed by an electronic signature having the same legal effect as a written signature. Having received the Statement of Transfer and Acceptance, the Company shall have the right to request clarification of the information provided.

2.1.4. All payments under this Agreement shall be made by transferring the money to the bank account specified by the Member of the Supervisory Board in Paragraph 4.2 herein.

2.1.5. The remuneration paid to the Member of the Supervisory Board shall include all applicable taxes and fees. All taxes and fees payable by the Member of the Supervisory Board (including those that may be determined in future) shall be calculated and paid by the Company by transferring thereof on behalf of the Member of the Supervisory Board and the Company to the appropriate authorities administering the taxes and fees, unless another procedure is prescribed by applicable legislation.

2.1.6. In the event that the Member of the Supervisory Board is required by law to register individual activity permitting the provision of the services provided for in this Agreement, the Company shall undertake to pay the remuneration to the Member of the Supervisory Board only if the Member of the Supervisory Board has submitted to the Company a copy of an individual activity certificate or any other document permitting activities under this Agreement in accordance with the applicable legislation. In such case, all taxes shall be paid by the Member of the Supervisory Board, unless the applicable legislation provides otherwise.

2.1.7. Upon termination of this Agreement on any grounds, the Member of the Supervisory Board shall be paid for the time actually spent performing the activities of the Member of the Supervisory Board before the date of termination of the Agreement. In accordance with the terms and conditions prescribed in this paragraph of the Agreement, the Company shall undertake to make full payment to the Member of the Supervisory Board within one (1) month from the date of termination of this Agreement.

### **3. LIABILITY AND DAMAGES**

#### **3.1. Liability of the Company**

3.1.1. The Company shall undertake to indemnify and hold harmless the Member of the Supervisory Board from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Member of the Supervisory Board for any reason in relation to the activities of the Member of the Supervisory Board in the Supervisory Board of the Company, unless such losses or damages were incurred by the Member of the Supervisory Board as the result of willful misconduct or gross negligence of the Member of the Supervisory Board.

3.1.2. During the validity of this Agreement, the Company shall undertake to insure the Member of the Supervisory Board with the civil liability insurance for bodies of legal entities.

#### **3.2. Liability of the Member of the Supervisory Board and Obligation to Compensate for Damages**

3.2.1. The Member of the Supervisory Board shall undertake to indemnify and hold harmless the Company from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Company as a result of a breach of this Agreement by the Member of the Supervisory Board and/or claims by the third parties, including the shareholders of the Company, in relation to the activities of the Member of the Supervisory Board in the Supervisory Board of the Company or the outcome of the activities when such losses or damages were incurred by the Company as the result of willful misconduct or gross negligence of the Member of the Supervisory Board.

#### **4. OTHER CONDITIONS**

##### **4.1. Access to Information and Confidentiality**

4.1.1. The Member of the Supervisory Board shall have the right to access all documents of the Company and the companies directly and/or indirectly controlled by the Company as well as all information of the Company and the companies directly and/or indirectly controlled by the Company (including the information on the draft decisions of the management bodies that have not been adopted yet and information on planned transactions and investments), which at the request of the Member of the Supervisory Board may be systematized according to reasonable criteria specified by the Member of the Supervisory Board.

4.1.2. During the validity of this Agreement, as well as for an indefinite period after expiry of the agreement, the Member of the Supervisory Board shall undertake to keep confidential and not to disclose to any third parties any confidential information of the Company without prior written consent of the Company. The list of the information considered confidential shall be approved by the Board of the Company.

##### **4.2. Notifications and Other Information**

4.2.1. All notifications, requests, written demands or other documents under this Agreement (hereinafter referred to as the Notifications) shall be sent to the following addresses:

To the Company:

[address]

To the Member of the Supervisory Board:

[address]

[email]

Other information of the Member of the Supervisory Board:

[bank account No.] [bank].

4.2.2. All Notifications under this Agreement shall be deemed duly delivered when they are served to the above addresses under signature (receipt by the Company shall be confirmed by the signatures of the Company's employees, members of the management bodies or other authorized persons) or sent by registered or courier mail. Each Party shall notify the other Party of any changes in its address, bank account or other data specified in this Agreement no later than within 5 (five) business days of such changes. If the Party fails to notify the changes of the address, sending of the Notification to the last available address shall be deemed appropriate.

##### **4.3. Entry into force. Term of the Agreement**

4.3.1. This Agreement shall enter into force from the moment of its signing and shall remain in force until the earliest of the following dates: (a) the Member of the Supervisory Board resigns or is unable to continue his/her duties; (b) the Member of the Supervisory Board is recalled from the Supervisory Board of the Company or the entire Supervisory Board is recalled; (c) the member of the Supervisory Board ceases to hold the office of the Member of the Supervisory Board on other grounds. The provisions of Paragraphs 1.7, 3, 4.1.2 and 4.4 of the Agreement shall remain in force after the expiration of this Agreement.

4.3.2. No later than the date of termination of the Agreement, the Member of the Supervisory Board shall undertake to destroy or transfer to the Company: (a) all documents (including, but not limited to, correspondence, messages, contracts, other documents, as well as computer discs, other optically or electronically readable media) available, received or created during the performance of the activities; (b) property or other items belonging to or otherwise managed by the Company transferred to be managed and used by the Member of the Supervisory Board in connection with his/her activities in the Supervisory Board. Upon written request of the Company, the Member of the Supervisory Board shall undertake to submit a written confirmation of proper performance of the duties provided for in this paragraph.

##### **4.4. Dispute Resolution**

4.4.1. The law of the Republic of Lithuania shall apply to the interpretation and application of this Agreement and the terms and conditions thereof, as well as any issues in relation to breaching, validity or invalidity of the Agreement.

4.4.2. All disputes, disagreements or claims arising out of or in relation to this Agreement, violation, termination or validity thereof shall be settled by way of negotiation. In case the Parties fail to settle the dispute amicably within 30 (thirty) calendar days, the dispute shall be finally settled in Vilnius Court of Commercial Arbitration in accordance with the regulation thereof. Place of the arbitration

court shall be Vilnius. The number of arbitrators in the court of arbitration shall be three. The language of arbitration shall be Lithuanian.

#### 4.5. Amendments and Supplements

4.5.1. Amendments or supplements to this Agreement, when the non-essential provisions of the Agreement are amended, shall be made in writing and signed by both Parties. Such amendments do not require the decision of the General Meeting of Shareholders of the Company.

4.5.2. Essential provisions of the Agreement shall be amended by the decision of the General Meeting of Shareholders of the Company, made in writing and signed by both Parties.

#### 4.6. Annexes to the Agreement

4.6.1. The following annexes to this Agreement shall be an integral part of this Agreement:

Annex No. 1: Consent of the Member of the Supervisory Board to run for the Member of the Supervisory Board and declaration of interests

#### 4.7. Separability of Provisions

4.7.1. If any provision of this Agreement is or becomes wholly or partially invalid due to its inconsistency with the applicable legislation or for any other reason, the remaining provisions of this Agreement will remain in full force and effect. In such a case, the Parties will, in good faith, negotiate and endeavor to replace the aforementioned wholly or partially invalid provision with another valid provision which, to the extent possible, would enable achieving the same legal and economic result as the provision of this Agreement, which will be amended.

#### 4.8. Assignment of Rights

4.8.1. Neither Party may assign its rights or obligations under this Agreement to any third party, except for statutory exceptions.

#### 4.9. Language and Number of Copies

4.9.1. This Agreement shall be made in 2 (two) copies in Lithuanian, one for each Party.

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