

IGNITIS ON SERVICE PURCHASE AND SALE CONTRACT GENERAL PART

1. Definitions of the Contract

- 1.1. For the purposes of this Contract, the definitions outlined below shall have the following meanings:
- 1.1.1. **Electric Vehicle** shall mean a power-driven motor vehicle equipped with at least one non-external electrical machine acting as an energy converter with an electrically rechargeable energy storage system that can be charged from outside.
 - 1.1.2. **Ignitis ON Network** shall mean a collection of Ignitis ON and/or Ignitis Partner Electric Vehicle charging stations.
 - 1.1.3. **Charging Session** shall mean the period of time during which charging of the Electric Vehicle is initiated, measured in terms of the duration from the time the Electric Vehicle is connected to the Electric Vehicle charging station to the time it is disconnected from the Electric Vehicle charging station.
 - 1.1.4. **Customer** shall mean the person specified in Clause 1.2 of the Special Part of the Contract and other persons to whom the Customer grants the opportunity to use the Service provided by the Provider under this Contract.
 - 1.1.5. **Account** shall mean the Customer's electronic account on the Application, which, once activated by the Provider as a business account, allows the Customer to use the Service on the basis of this Contract;
 - 1.1.6. **Service** shall mean the service of charging Electric Vehicles in the Ignitis ON Network, such service provided by the Provider and acquired by the Customer under the conditions and procedures established in the Contract.
 - 1.1.7. **Service Price** shall mean the price for charging an Electric Vehicle in the Ignitis ON Network, calculated based on the rates applicable at the time of charging of the Electric Vehicle, published on the Application, on the Provider's website at <https://ignitison.lt/kainos/>, and as agreed upon in the Special Part of the Contract.
 - 1.1.8. **Partner** shall mean the owner of an Electric Vehicle charging station to whom Ignitis provides electro-mobility services by connecting the Electric Vehicle charging stations it manages to the Ignitis ON Network and mapping them accordingly on the Electric Vehicle charging station maps.
 - 1.1.9. **Privacy Policy** shall mean a document in which the Provider informs Customers about the basic principles of personal data processing and the implementation of the rights of the data subject. The Privacy Policy is available online at <https://ignitison.lt/privatumo-politika>.
 - 1.1.10. **Application** shall mean the Ignitis ON mobile application through which the Service is used.
 - 1.1.11. **RFID Key** shall mean a uniquely numbered key used as a wireless means of identifying the Customer, which allows the Customer to initiate and stop a Charging Session at charging stations belonging to the Ignitis ON Network.
 - 1.1.12. **Credit Limit** shall mean the maximum amount of the Customer's indebtedness to the Provider, established by the Provider and set out in the Special Part of the Contract, for which the Customer may use the Service for the agreed period.
 - 1.1.13. **Contract** shall mean this Ignitis ON service purchase and sale contract consisting out of the General Part of the Contract, the Special Part of the Contract, which, together with all its annexes, amendments or supplements, constitutes a single, indivisible document, signed by both Parties.
 - 1.1.14. **General Part of the Contract** shall mean this document, which constitutes an integral and inseparable part of the Contract, setting out the general and standard terms and conditions of the Contract, which are publicly available on the Provider's website at <https://ignitis.lt/lt/verslo-klientu-sutartys> (under the section Ignitis ON).
 - 1.1.15. **Special Part of the Contract** shall mean a document that is an integral and inseparable part of the Contract, which sets out the specific terms and conditions of the Contract as individually agreed by the Provider and the Customer.
 - 1.1.16. **Party** shall mean the Provider or the Customer.
 - 1.1.17. **Parties** shall mean the Provider and the Customer together.
 - 1.1.18. **Terms of Use** shall mean the rules for the use of the Application, which set out the terms and conditions for the use of the Application, to which each user of the Application must adhere in order to access or use the Service on the Ignitis ON Network. These Terms of Use shall be published on the Application and on the website <https://ignitison.lt/>.
 - 1.1.19. **Provider** shall mean the person specified in Clause 1.1 of the Special Part of the Contract who provides the Service under the Contract. Name of legal entity: UAB Ignitis, legal entity code: 303383884, address: Laisvės ave. 10, Vilnius, the Republic of Lithuania.
- 1.2. The terms set forth in Clause 1.1 of this Contract shall apply to the conclusion and execution of each transaction (agreement) and to the drafting of each document related to the Contract.
- 1.3. All definitions and terms used in the Contract shall have a general meaning or a special meaning closest to the nature of the Contract, unless otherwise defined and explained in the Contract.
- 1.4. Capitalised definitions shall have the meanings ascribed to them in this Section, unless the context otherwise requires or the meaning is expressly stated in the text of the Contract.
- 1.5. Depending on the situation resulting from the implementation of this Contract, words written in the singular in the text of the Contract may have the plural meaning and vice versa.

2. Object of the Contract

- 2.1. Under this Contract, the Provider shall undertake to provide the Electric Vehicle Charging Service to the Customer, and the Customer shall undertake to pay for the received Service in accordance with the conditions and procedures specified in the Contract.
- 2.2. The Customer can use the Service at the Electric Vehicle charging stations in the Ignitis ON network and at the stations that are displayed on the Application map.
- 2.3. The list of Electric Vehicle charging stations belonging to the Ignitis ON Network and their exact location is publicly available on the Provider's website <https://ignitison.lt/> and on the Application.

3. Service Price and Payment Terms

- 3.1. The Customer shall, in accordance with the terms and conditions set forth in the Contract, pay the Service Price, which is calculated based on the Service rates applicable at the time of the Electric Vehicle charging.
- 3.2. The rates for the Electric Vehicle Charging Service and the special discounts for the Service shall be publicly available in the Application and on the website <https://ignitison.lt/kainos/>. The Provider shall reserve the right to change the publicly announced Service rates and special discount rates without a prior notice to the Customer.
- 3.3. If the Customer is granted a Credit Limit under the Special Part of the Contract, the Customer may use the Service up to the amount of the Credit Limit granted. In this case, the Customer shall pay for the Service purchased from the Provider in accordance with the VAT invoice submitted by the Provider, the terms of submission and payment of which are set out in the Special Part of the Contract.

- 3.4. If the Customer is not granted a Credit Limit under the Special Part of the Contract, the payment for the Service shall be automatically debited from the payment card attached to the Account in the Application after each Electric Vehicle charging session. The deadline for the submission of the VAT invoice for the Service provided to the Customer shall be specified in the Special Part of the Contract.

4. RFID Key

- 4.1. The Customer may use the Service at the Electric Vehicle charging stations by identifying themselves via the Application or RFID Key.
- 4.2. The Provider shall issue RFID Keys to the Customer based on the order of the Customer. The Customer can order RFID Keys using the Application.
- 4.3. The Parties hereby agree that the Provider shall not be liable if the RFID Key is accessed by unauthorised persons and misused.
- 4.4. If the Customer loses the RFID Key or believes that the RFID Key may be used in an unauthorised manner, the Customer undertakes to immediately block the RFID Key in the Application on their own or to notify the Provider of the loss. The Customer may report such an incident to the Provider by the e-mail or phone number specified in Clause 1.1 of the Special Part of the Contract. Upon receiving the Customer's notification of the lost or unlawfully used RFID key, the RFID key shall be blocked immediately, but no later than within 5 (five) business days from the day of receiving the notification.
- 4.5. In all cases, the Customer shall be responsible for all payments made before the RFID Key is blocked and shall settle with the Provider for the Service provided to the Customer before the RFID Key is blocked.
- 4.6. The Provider shall not be liable for any losses incurred by the Customer due to the inability to use the Service in the event of the RFID key being blocked and in cases where the RFID key is not allowed to be used for payment due to the Customer's Credit Limit being exceeded.
- 4.7. The Provider shall not be liable for false requests to block the RFID key.
- 4.8. The Customer undertakes to protect the RFID Key against mechanical damage, high temperatures and electromagnetic fields.

5. Credit Limit

- 5.1. Taking into consideration credit risk of the Customer, the Customer shall, at the discretion of the Provider, be provided with the Credit Limit, which is requested by the Customer and realizable by the Provider, and such Credit Limit shall be confirmed in the Special Part of the Contract.
- 5.2. When preferring to use the Credit Limit, the Customer shall, at the Provider's request, undertake to the following:
 - 5.2.1. Submit the latest quarterly financial statements (the balance sheet and the profit (loss) statement of the Customer) prepared by the Customer within 5 (five) working days from the day of the request of the Provider; and
 - 5.2.2. Submit to the Provider the annual balance sheet and profit (loss) statement, and (or) other financial data certified by an auditor within 3 (three) months from the end of the financial year of the Customer, provided the audit is carried out or must be carried out under the laws of the Republic of Lithuania.
- 5.3. The Customer may exceed the Credit Limit using the Service in the event that the Credit Limit expires during a Charging Session. In such a case, the Customer shall be given the opportunity to complete the last Charging Session and the Customer shall be obliged to settle the amount exceeding the Credit Limit.
- 5.4. The Credit Limit shall be granted for a term which is set out in the Special Part of the Contract. At the end of this period, the Provider shall re-establish the Credit Limit utilized or reduced by the Customer to the initial amount.
- 5.5. Upon receiving the latest financial documents (the balance sheet, profit (loss) statement) of the Customer and determining the increased credit risk level of the Customer, the Provider may, at its own discretion, however, after giving the Customer a notice at least before 5 (five) working days, reduce or cancel the Credit Limit, or establish the Credit Limit of a certain size (if it is not set). Upon receiving a written request from the Customer and the latest financial documents of the Customer, the Provider may, at its own discretion, increase the established Credit Limit.

6. Obligations of the Parties

- 6.1. **The Provider shall undertake to:**
 - 6.1.1. provide the Service to the Customer within the scope of the Contract and the procedures set forth therein;
 - 6.1.2. ensure that the quality of the Service always complies with the mandatory quality requirements set forth in applicable laws;
 - 6.1.3. provide the Customer with the payment documents for the Service at the time and in the manner specified in the Contract;
 - 6.1.4. activate the Customer's Account as a business account upon receipt of a notification from the Customer stating the e-mail address used to create the Account;
 - 6.1.5. fulfil other obligations undertaken under the Contract.
- 6.2. **The Customer shall undertake to:**
 - 6.2.1. use the Service in good faith, use the Electric Vehicle charging equipment for its intended purpose, protect it from damage or destruction and observe all safety requirements;
 - 6.2.2. ensure that the charging of the Electric Vehicle is started and completed properly, follow and comply with the information provided at the Electric Vehicle charging stations;
 - 6.2.3. protect the Account login credentials and ensure that the Account login credentials are not disclosed to unauthorised persons;
 - 6.2.4. create an Account on the Application and immediately notify the Provider with the e-mail address used by the Customer to create the Account;
 - 6.2.5. get acquainted with the Terms of Use and comply with them;
 - 6.2.6. ensure that all representatives of the Customer and other persons to whom the Customer authorises the use of the Service on its behalf in accordance with this Contract are duly authorised to act on the Customer's behalf and to use the Service provided by the Provider, and are obliged to use the Service in accordance with the terms and conditions of this Contract and the Terms of Use;
 - 6.2.7. pay the Provider for the Service in accordance with the procedure and within the deadlines set out in the Contract;
 - 6.2.8. Comply with the requirements of the Anti-Corruption Policy and the Code of Ethics (the policy and the Code are public and published on the website <https://www.ignitisgrupe.lt/>) approved by the decisions of the Board of AB Ignitis grupė when executing the Contract. Violation of the obligation set forth in this Clause shall be deemed a material violation of the Contract entitling the Provider to terminate the Contract unilaterally;
 - 6.2.9. Fulfil other obligations undertaken under the Contract.
- 6.3. The Customer hereby confirms and warrants that both at the time of concluding the Contract and for the entire period of its validity, the Customer and/or its shareholder (s) and/or the direct or indirect final beneficiary (ies) and/or their controlled entity (ies) (hereinafter referred to as the Entities) shall not be included in any list (s) and/or similar list of trade, economic, financial or other sanctions of the European Union and/or the United Nations and/or the United Kingdom and/or the United States of America and/or the Republic of Lithuania

(hereinafter referred to as the Sanctions Lists), nor have any of the Entities been suspected of involvement in money laundering, terrorist financing or tax fraud activities. During the performance of the Contract, the Customer shall undertake to notify the Provider immediately in writing, but not later than within 1 (one) business day from the occurrence of the specified circumstances, about the inclusion of the Entities in the Sanctions List, as well as on the allegations made against the Entity regarding the abovementioned activities and/or involvement in such activities. The criteria set out in the Republic of Lithuania Law on the Prevention of Money Laundering and Terrorist Financing shall be applied to determine the beneficiary of the Entities whose shares are traded on the stock exchange. Violation and/or non-compliance with the requirements set forth in this Clause shall have the consequences specified in the Contract.

7. Liability and Dispute Resolution

- 7.1. If the Customer fails to make timely payment of any sums due under the Contract, the Provider shall have the right to demand from the Customer, for each day of delay in payment, the default interest at the rate specified in the Special Part of the Contract, as well as to transfer its claims to a debt recovery company and/or apply to the court for the enforcement of the debt recovery. In such a case, at the request of the Provider, the Customer shall compensate the expenses related to debt administration and recovery.
- 7.2. The Provider shall have the right, at its sole discretion, without prior notice, to unilaterally block, refuse to serve the Customer's Account if:
 - 7.2.1. The Customer does not pay the VAT invoice issued by the Provider timely and under the specified terms and conditions; and/or
 - 7.2.2. The Customer exceeds the Credit Limit set by the Provider and/or does not agree to the reduction of the Credit Limit of the Customer; and/or
 - 7.2.3. The Customer has not used the Service for more than 12 (twelve) consecutive months;
 - 7.2.4. The Customer is subject to insolvency proceedings under the Republic of Lithuania Law on Insolvency of Legal Persons.
- 7.3. In the event of blocking of the Customer's Account and/or non-servicing of the Account in the cases referred to in Clause 7.2 of the General Part of the Contract, the Provider shall not be obliged to revoke the blocking of the Customer's Account and/or resume the servicing of the non-serviced Account. The terms of the blocking and/or non-servicing of the Account on this basis shall be an appropriate consequence of the Customer's failure to perform or improper performance of its contractual obligations.
- 7.4. The Customer shall be liable for the non-performance or improper performance of the obligations of the Customer's employees, subsidiaries, affiliates, persons directly/indirectly related to the Customer, and their employees, in the use of the Service and/or the Customer's RFID Keys.
- 7.5. The Customer shall be responsible for the appointment and revocation of authorized (sub-authorized) persons for communication with the Provider regarding servicing the Customer under the Contract. The Customer shall assume responsibility for acquainting authorised/re-authorized persons with the terms and conditions of the Contract and the Terms of Use. The Customer's authorized (sub-authorized) persons shall be specified in the Special Part of the Contract and shall be substituted by concluding a Special Part amendment. The Provider shall not verify the authorizations of the Customer's appointed authorized (sub-authorized) persons, and when servicing the Customer for Contract administration purposes, the Provider shall rely on the information provided by the authorized (sub-authorized) persons indicated by the Customer.
- 7.6. The Provider does not undertake to ensure the uninterrupted provision of the Service, but undertakes to use its best endeavours to ensure that the Service runs as smoothly as possible. The Provider shall in all cases not be liable for any consequences resulting from disruptions in the provision of the said Service. The Provider shall also not be liable for temporary failures of the Electric Vehicle charging stations, failure of the mobile network or related functions, or suspension of the Service for reasons which turned out to be incorrect, but which the Provider, at the time of the suspension, reasonably believed to be reasonable grounds to take action to prevent any damage to the Electric Vehicle charging stations' equipment, the Application, or to the Customer's personal data.
- 7.7. The Provider shall not be liable for false requests to block an Account.
- 7.8. The Provider shall not be liable for any losses incurred by the Customer if the losses were due to the equipment, which was non-compliant with legal regulations and standards, illegal actions of the Customer, false, incorrect or outdated information provided by the Customer, or use of the Electric Vehicle charging stations not in accordance with their intended purpose and/or usage rules. In addition, the Provider shall not be liable for losses that were not caused by the Provider.
- 7.9. The Provider shall not be liable to the Customer for any indirect losses incurred by the Customer.
- 7.10. All issues and disputes related to traffic rules violations (including parking regulations) shall be resolved by the Customer and the police officer, the parking services company or the municipality.
- 7.11. The Provider shall have the right to suspend or terminate the provision of the Service at any time, without prior notice to the Customer, provided the Customer has violated the use of the Electric Vehicle charging station or if the Provider has reasonable suspicions that the Customer is misusing the Services in any way and/or using them maliciously or improperly. In such cases, the Provider shall have the right to demand that the Customer compensates for any losses incurred and/or to contact law enforcement institutions regarding the illegal activities of the Customer.
- 7.12. The Customer shall submit any claims regarding the Provider's actions, which in the Customer's opinion have violated the Customer's rights, within 3 (three) months from the moment when the Customer became aware or should have become aware of such violation, together with supporting documents, if the submitted claims are related to the Service provided by the Provider. If the deadline for submitting claims has expired, it shall be considered that the Customer agrees with the actions of the Provider and waives any possible claims against the Provider.
- 7.13. The law of the Republic of Lithuania shall apply to the conclusion, validity, implementation, interpretation, and termination of this Contract.
- 7.14. The Parties shall undertake to settle all disputes concerning the implementation of this Contract through negotiations. If the Parties fail to resolve a dispute through negotiations within 30 (thirty) calendar days from the request of one Party to the other Party, the dispute shall be resolved in accordance with the laws of the Republic of Lithuania. The Parties hereby establish jurisdiction according to the location of the registered office of the Provider.
- 7.15. The Provider shall have the right to demand compensation for direct losses incurred due to the Customer's violation of the obligations provided for in Clause 6.3. of the General Part of the Contract to inform and/or in case of provision of false and erroneous information about the inclusion of the Entities in the Sanctions List and/or allegations of money laundering, terrorist financing or tax fraud.
- 7.16. The Provider shall have the right to suspend the performance of the Contract for the period of sanctions or unilaterally terminate the Contract by notifying the Provider thereof in writing within 1 (one) business day from the date of dispatch of the notice of suspension or unilateral termination of the Contract upon receipt of information concerning the inclusion of the Entities in the Sanctions List and/or allegations made against the Entity regarding money laundering, terrorist financing or activities related to tax fraud. Upon termination of the or suspension of its performance on the basis specified in this Clause of the Contract, the Parties shall not be obliged to pay each other fines, compensate for damages or pay any compensation related to the termination of the Contract or its suspension, except for the cases specified in the Contract.

8. Provisions of Confidentiality

- 8.1. The Parties shall undertake to maintain the confidentiality of the information provided by each other in the course of performing the Contract, as well as the confidentiality of the content of the Contract, and not to disclose such information to any other persons without the prior written consent of the other Party, except in cases provided for by law or if such disclosure is necessary for the proper fulfilment of the obligations undertaken by the Parties under the Contract
- 8.2. The requirements provided in Clause 8.1 of this Contract shall not apply to information which:
 - 8.2.1. was already publicly disclosed or otherwise made publicly available to the general public at the time of its disclosure;
 - 8.2.2. became publicly available or was made publicly available to the general public after its disclosure by the other Party;
 - 8.2.3. was in the possession of the receiving Party at the time of its disclosure and was not directly or indirectly obtained from the other Party;
 - 8.2.4. was lawfully obtained from a third party, which acquired such information without any obligation to keep it confidential to the other Party.
- 8.3. The Party that breaches its confidentiality obligations shall compensate the other Party for any losses suffered as a result of such breach.

9. Personal Data Protection

- 9.1. In cases where the Customer transfers personal data to the Provider during the conclusion and/or performance of the Contract, the Provider shall process the personal data for the purposes of provision of the Service, the conclusion and performance of the Contract, payment for the Service provided, debt management, administration and collection, and for any other purposes of the exercise of the parties' rights and/or performance of their obligations under the legislation or the Contract in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and in accordance with the procedures laid down in other legal acts on the protection of personal data. More detailed information about the processing of the Customer's personal data and the related rights shall be published in the Privacy Policy.

10. Final Provisions

- 10.1. The terms and conditions of the Special Part together with the terms and conditions of the General Part as agreed by the Parties, shall constitute the Contract binding on the Parties.
- 10.2. In the event of a conflict between the provisions of the General Part of the Contract and the provisions of the Special Part of the Contract, the provisions of the Special Part of the Contract shall prevail.
- 10.3. The Contract shall enter into force from the moment of its conclusion and shall be valid indefinitely. The Contract shall be deemed concluded after it has been signed by both Parties to the Contract.
- 10.4. The Parties hereby agree that the signing of any instrument concluded between the Parties shall be considered appropriate if:
 - 10.4.1. Representatives of the Parties physically sign the documents in duplicate, one copy for each Party;
 - 10.4.2. The Parties sign the same document separately and exchange copies of the documents signed separately by the representatives of the Parties;
 - 10.4.3. Documents will be signed with a qualified electronic signature (or with a non-qualified electronic signature if the Parties have agreed upon in advance);
 - 10.4.4. Documents are signed by facsimile.
- 10.5. For the sake of clarity, the Parties hereby agree that signing the same document in the different ways specified in the Contract shall be considered as a valid signature and that the scanned document signed by both Parties (regardless of the method of signature) shall have the same legal authority as the original document.
- 10.6. If any provision of this Contract is or becomes partially or completely invalid, it shall not render the remaining provisions of this Contract invalid, provided that the invalidity of such a provision does not render the entire Contract invalid. In such a case, the Parties shall make every effort to replace the invalid provision with a legally effective provision.
- 10.7. The conditions of the General Part of the Contract may be unilaterally amended by the Provider, by informing the Customer in writing in the manner specified in Clause 10.12 of the General Part of the Contract, no later than 15 (fifteen) calendar days prior to the foreseen date of the amendments coming into force. If the Customer does not agree with the amendments to the Contract, the Customer shall have the right to terminate the Contract prior to the effective date of the amendments. If the Customer does not notify the Provider of their disagreement with the proposed amendments within the specified term, it shall be deemed that the Customer has agreed to these amendments and the new terms and conditions of the Contract as indicated in the Provider's notification shall apply to the Parties from the date specified in such notification, and the notification shall be automatically considered as an agreed amendment to the Contract and as an integral part thereof.
- 10.8. Amendments to the Special Part of the Contract shall be made in writing and shall be confirmed by the signatures of both Parties to the Contract.
- 10.9. The Customer shall undertake not to transfer the obligations and rights under this Contract to third parties without the prior written consent of the Provider;
- 10.10. By signing this Contract, the Customer expresses prior consent that the Provider has the right to transfer all rights and obligations under this Contract to other persons without separate consent of the Customer in cases of reorganization, sale of a business or purchase of a business.
- 10.11. The Contract may be terminated unilaterally without recourse to the court and without stating reasons, by one of the Parties notifying the other Party in writing at least 30 (thirty) calendar days prior to its termination. Prior to the termination of the Contract, both Parties must fulfil all their mutual obligations. If the Contract is terminated by the Customer, the termination shall take effect from the moment when the Customer fulfils all the monetary obligations arising out of the Contract to the Provider.
- 10.12. All correspondence related to this Contract, including notices, shall be sent electronically, i.e. to the electronic mail addresses of the Parties indicated in the Special Part of the Contract. The Provider may submit to the Customer all notices related to the Contract together with the sent VAT invoices. It shall be deemed that documents and notices, including but not limited to VAT invoices, were received by the Party on the same day if they were sent on a working day before the end of the working hours, or on the next working day if they were sent on a non-working day or public holiday or after the end of the working hours.
- 10.13. The Party shall be obliged to inform the other Party in writing of any changes to its information and correspondence address. All correspondence sent to the last address specified by the Party and shall be deemed valid and binding on the Party. Each Party shall be responsible for the accuracy and completeness of its information.
- 10.14. This Contract shall not constitute an agreement to use the trademarks owned by UAB Ignitis and/or AB Ignitis grupė, therefore during and after the validity of the Contract it shall be prohibited to use the trademarks owned by UAB Ignitis and/or AB Ignitis grupė to any extent

and for any the purposes. Trademarks owned by UAB Ignitis and/or AB Ignitis grupė may be used only with the written consent of UAB Ignitis or AB Ignitis grupė concerning the use of a specific trademark, which establishes specific procedures and conditions for the use of the trademark.

- 10.15. In the event that the Provider determines that the Customer is using trademarks belonging to UAB Ignitis and/or AB Ignitis grupė in their activities without the written consent of UAB Ignitis and/or AB Ignitis grupė, or is infringing the rights of trademark owners to trademarks otherwise, the Provider shall send a notice to the Customer with information about the infringement and shall set a deadline for the infringement to be remedied. In the event that the Customer does not remedy the infringement within the deadline set by the Provider, the Provider shall have the right to defend their rights as the trademark owner / authorized user in accordance with the laws of the Republic of Lithuania and demand compensation for damages.
- 10.16. The Parties hereby confirm and warrant to each other the following:
 - 10.16.1. The Party has the right to enter into and perform this Contract on the terms and conditions set forth herein. The Party has taken all necessary legal actions required for the proper conclusion, validity and performance of this Contract, and no further permission or consent is required from the Party or its representative signing on its behalf, except as otherwise obtained.
 - 10.16.2. By entering into this Contract and performing its obligations hereunder, the Party shall not violate any applicable laws, regulations, contracts, agreements, or other documents, as well as the interests of creditors.
 - 10.16.3. The Parties have disclosed to each other all information known to them that is of material importance for the execution and performance of this Contract.