

CONDITIONS OF THE CONTRACT ON PROTECTION OF CONFIDENTIAL INFORMATION

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1. Confidential Information

- 1.1. Confidential information is considered any information that the member of the Supervisory Board learned in the course of his duties, and which belongs to the Company, its subsidiary companies, the patronizing company and its directly or indirectly controlled companies (hereinafter referred to as – the **Group of Companies**), which has value because that third parties are not aware of it and it cannot be freely available to them (including, but not limited to, any information relating to strategic projects, manufactured and (or) products on sale, services provided, intellectual products or their parts developed by employees, research carried out and (or) their results, lists of existing or potential contractors, employee wages and working conditions, as well as any other data related to the activities carried out by the Company, and the information which the Company and the group of companies considered industrial, commercial or technological secret) (hereinafter referred to as - **Confidential information**).
- 1.2. Confidential information may also be considered the information referred to in Article 1.1. herein about third parties or relating to third parties, which a member of the Supervisory Board learned when performing his functions.
- 1.3. Confidential information can be saved in the documents, magnetic, cine or film tapes, photographs, computer disks, diskettes, other information mediums, illustrations, drawings, diagrams and also any other information (data) storage (storage) media. Confidential information may also be verbal, i.e. existing in human's memory and not saved (not expressed) in any material form.

2. Functions of Supervisory Board Member

- 2.1. The member of the Supervisory Board must ensure the confidentiality of the Confidential information known and (or) the entrusted to him, not to use the Confidential information on his behalf or on behalf of any third party, disclose such information to persons other than the members of supervisory and management bodies of the Company or any other group of companies who are allowed to gain access to Confidential information, as well as other persons allowed to get to know such information.
- 2.2. The member of the Supervisory Board may reveal Confidential information to his advisers, assistants, members of the Supervisory Board committees, legal, financial, tax and other advisors in breach of Article 2.1 herein on purpose to perform his function as a member of the Supervisory Board. In this case, the Supervisory Board member shall inform those persons that the Confidential information disclosed may only be used for lawful purposes of its transmission and must ensure that the persons who received the Confidential information would ensure its confidentiality. In any case, in breach of protection of Confidential information provided by the Supervisory Board member by third parties, the member of the Supervisory Board shall be responsible for the damages committed by such violation against the Company.
- 2.3. The item 2.2. herein shall also apply in the case where all or part of the material related to the activity of the Supervisory Board member at the Supervisory Board is transferred, sent by post, e-mail or otherwise delivered to the person (s) indicated by the Supervisory Board member on request of the member of Supervisory Board with the intention of performing the functions as a member of the Supervisory Board.
- 2.4. The member of the Supervisory Board must take all necessary measures to prevent the illegal use of Confidential information and its disclosure, immediately inform the Company if is aware of or suspects that the Confidential information has been disclosed or may be disclosed to unauthorized persons. Also, the member of the Supervisory Board must inform the Company on all the circumstances known to him that pose a threat to the security and secrecy of Confidential information.
- 2.5. The member of the Supervisory Board, regardless of whether he was entrusted with the Confidential information during the course of his office as a member of the Supervisory Board or has become known otherwise, such Confidential information must be used only purposefully, i.e. (a) to use it according to the requirements provided for in the Articles of Association of the Company, the rules of

procedure of the Supervisory Board, the contracts entered into by the Company or other documents that establish the functions of the Supervisory Board member, (b) to use it in accordance with the requirements and instructions of the Company. In any case, the member of the Supervisory Board will not use the Confidential information by any means or any form for personal purposes or in favour of himself, his family, relatives or any third parties without the prior written consent of the Company.

- 2.6. At the end of the Supervisory Board member's term of office, the Confidential information can not be disclosed or distributed, and the member of the Supervisory Board does not have the right to keep and (or) distribute any copies or duplicates of the Confidential information. At the end of the Supervisory Board member's term of office, the obligation related to the disclosure of Confidential information, its non-use and non-distribution shall be valid as long as the Confidential information becomes public according to the procedures set by laws. The member of the Supervisory Board must also return or destroy all documents and materials to the Company, as well as all copies, duplicates and (or) records (including any information storage media), which may contain Confidential information within five (5) working days from the receipt of corresponding request but no later than by the end of the Supervisory Board member's term of office. In this case, the member of the Supervisory Board has no right to keep himself the Confidential information stored in any form. On written request of the Company, the Supervisory Board member must provide a written confirmation on proper performance of functions provided for in the part herein.
- 2.7. The obligations to protect the Confidential information indicated above referred to in this part herein shall not apply in respect of the Confidential information that: (a) has become publicly known and easily available according to the procedures set by legal acts, (b) is disclosed to a third party with a prior written consent of the Company, and (c) is disclosed in pursuance of legitimate order of the court or governmental authority.

3. Responsibility

- 3.1. The member of the Supervisory Board who violates this Contract must make amends to the Company.

4. Disposal of Rights

- 4.1. Neither Party may dispose of its rights or obligations under this Contract to any third party.

5. Language and Copies

- 5.1. This Contract has been made in 2 (two) copies in the Lithuanian language, one copy for each Party.

6. Final Provisions

- 6.1. This Contract shall enter into force from the moment of its signing. All the obligations related to the protection of Confidential information shall remain in force for an indefinite period and at the end of the Supervisory Board member's term of office.
- 6.2. By signing this Contract, the Parties confirm that the content of the Contract is understandable, clear, and consort to the will of the Parties.

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