

## **CONTRACT FOR THE TERMS OF SUPERVISORY BOARD ACTIVITIES**

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### **TAKING INTO CONSIDERATION THAT:**

- A) The member of the Supervisory board [date] has been elected to the Supervisory board of the Company following the decision No.[...] taken during the general shareholders' meeting;
- B) With the Contract, The Company and the member of the Supervisory board seeks to establish principles for the activity of the Supervisory board member, define the rights of the Supervisory board member, responsibilities and duties in the Supervisory board of the Company, monetary conditions and means needed for the fulfillment of responsibilities.

The Parties agree on the following:

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

#### **1.1 Functions of the Supervisory board member**

- 1.1.1 The member of the Supervisory board fulfills his duties defined in the applicable legislative acts, regulations of the Company, decisions of the general shareholders' meeting and Supervisory board, and acting together with other members of the Supervisory board solves questions that are in competence of the Supervisory board of the Company and exercises other functions appointed by the Supervisory board of the Company.
- 1.1.2 The member of the Supervisory board has to act in the benefit of the Company and Company's shareholders. In his actions, the member of the Supervisory board conforms to the laws, other legislative acts, regulations of the Company, decisions of the general shareholders' meeting and Supervisory board, as well as the strategy of the Company and the regulations of the Supervisory board.
- 1.1.3 The member of the Supervisory board is obliged to properly carry out his duties, effectively and objectively solve the questions attributable to the Supervisory board and to follow the highest professional standards. The member of the Supervisory board must ensure that carrying out the functions defined in the applicable laws, other legislative acts and the regulations of the Company would not be interrupted at any time.
- 1.1.4 The member of the Supervisory board must carry out his duties individually and does not have a right to transfer the functions of the member of the Supervisory board or to appoint any third party to do that for him, except from the statutory exceptions.

#### **1.2 Participation in the meetings of Company's Supervisory board**

- 1.2.1 The member of the Supervisory board must attend all company's Supervisory board meetings, except from the occasions when that is impossible due to objective reasons.

- 1.2.2 The member of the Supervisory board must always be acquainted with the agenda of the meeting, information that is relevant to the questions discussed and documents. The member of the Supervisory board must actively participate in the discussions regarding the questions in the agenda, express his position for all of the questions verbally or orally and provide substantiated proposals for the solutions of discussed questions.
- 1.2.3 The member of the Supervisory board has a right to initiate a meeting and a right to suggest questions for the initiated or convened by the Supervisory board meeting's agenda.

### **1.3 The Voting**

- 1.3.1 Members of the Supervisory board must participate in the Supervisory board meetings and to vote either "for" or "against" for each of the discussed questions. The member of the Supervisory board does not have a right to refuse to vote or to refrain from voting, except from occasions when an interest conflict between the member of the Supervisory board and the Company might prevail, or because of other occasions defined by the regulations of the Company. The member of the Supervisory board has a right to give an ordinary written paper of authorization to other member of the Supervisory board, who would represent him during the voting procedure in the Supervisory board meeting.
- 1.3.2 The member of the Supervisory board, who is incapable of participating in the Supervisory board meeting, must vote in advance in a written form or using electronic means of communication, if it is possible to ensure the safety of the transferred information and the person who has voted is identifiable, following the procedure defined in the regulations of the Supervisory board.

### **1.4 The granting of technical and organizational activity means for the member of the Supervisory board**

- 1.4.1 The company ensures appropriate working conditions for the Supervisory board and the members of the Supervisory board, by providing necessary technical and organizational means for the work.

### **1.5 The absence of conflict of interest**

- 1.5.1 The agreement of the member of the Supervisory board to apply for a member of the Supervisory board, as well as the declaration of interests, in which all circumstances that might provoke a conflict of interest between the member of the Supervisory board and the Company, are declared, is attached as an Attachment No. 1 to this Contract. In case new circumstances which might provoke a conflict between the member of the Supervisory board and the Company are added to the Attachment No. 1, the member of the Supervisory board must immediately verbally inform the Supervisory board of the Company and the Company.

### **1.6 The absence of labor relations**

1.6.1 The Parties confirm that by this Contract between the member of the Supervisory board and the Company, civil legislative relations are defined. This Contract cannot be considered to have created labor relations between the Parties. Respectively, the member of the Supervisory board cannot be considered as an employee of the Company and is not governable by the administration of the Company. According to this Contract, the member of the Supervisory board works only as a member of the Supervisory board of the Company and takes full responsibility for the fulfillment of his functions and for the execution of the Contract.

## **1.7 The intellectual property**

1.7.1 The parties agree that the property and, to the extent of legal applicable legislative acts, non-pecuniary rights for the intellectual and industrial equity objects, which are directly connected with the activities of the member of the Supervisory board as defined by this Contract, including author's objects, widgets, brands, products, industrial design and other things created by the member of the Supervisory board while on duty becomes an exceptional property of the Company automatically, totally, irrevocably and non-terminated.

## **2. THE COST REIMBURSEMENT**

### **2.1 The cost reimbursement for the activities of the member of the Supervisory board**

2.1.1 If justifiable expenses occur while exercising the functions of the member of the Supervisory board, including but not limiting to travelling, accommodation outside the Company's activities location, transportation, catering during the visit, also, if necessary, services of external advisors, auditors, lawyers that are connected to the execution of the functions of the member of the Supervisory board, the Company is obliged to cover the expenses directly or to compensate the justified expenses of the member of the Supervisory board if they were discussed with the Company before.

## **3. RESPONSIBILITIES AND DAMAGES**

### **3.1 Company's responsibility**

3.1.1 The Company is obliged to remunerate the member of the Supervisory board and to protect him against any losses or damages (including rational expenses for law services), that can be experienced by the member of the Supervisory board due to any reason, except from occasions when losses or damages of the member of the Supervisory board were initiated deliberately or due to high carelessness.

3.1.2 During the Contract's validity time, the Company is obliged to insure the member of the Supervisory board with the professional liability insurance for legal people.

### **3.2 Responsibilities of the Member of the Supervisory board**

3.2.1 The member of the Supervisory board is obliged to reimburse the Company and to protect it against any losses or damages (including rational expenses for law services), that can be experienced by the Company due to the violation of this Contract by the member of the Supervisory team, or requirements of the third parties, including shareholders of the Company, that are connected to the activities of the member of the Supervisory team or activity's results, when the losses or damage for the Company was caused by deliberate or irresponsible actions of the member of the Supervisory board.

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

##### **4.1 Right for information and confidentiality**

4.1.1 The member of the Supervisory team has a right to get acquainted with all documents of the Company and its directly and/or indirectly owned enterprises, as well as with all information of the Company and its directly and/or indirectly owned enterprises (including the information about the decisions of management organs, that are not yet completed, projects and information about planned deals and investments), which can be systemized by the criteria defined by the member of the Supervisory board.

4.1.2 During the validity of the Contract, as well as for not-terminated time after its expiration, the member of the Supervisory board is obliged to keep the information confidential, do not reveal the information to any third party without a written approval of the Company. The list of information which is considered to be confidential is confirmed by the board of the Company.

##### **4.2 Statements and other information**

4.2.1 All statements, requests, written demands or other documents, according to this Contract ("**Statements**"), are sent to the following address:

**For Company:**

[address]

[e-mail]

**For Member of the Supervisory board:**

[address]

[e-mail]

4.2.2 All Statements, according to this Contract, are considered to be appropriately delivered, if they are delivered to the addresses provided above, with the confirmation of acceptance with a signature (the acceptance for the Company is signed by Company's employees, members of the management organs or other authorized persons), or are sent via registered mail or courier. Each of the Parties have to inform each another about any changes in address or other information that is given in the Contract, no later than 5 (five) working days from the change.

If the Party does not inform about the change in address, then transferring information to the latest provided address is considered to be appropriate.

### **4.3 The Enforcement. Term of the Contract**

4.3.1 This Contract comes into force from the moment it is signed and is valid until earliest of these dates: (a) the member of the Supervisory board resigns and cannot execute his duties anymore, (b) the member of the Supervisory board is revoked from the Supervisory board of the Company or the whole Supervisory board of the Company is revoked, (c) the member of the Supervisory board stops executing his duties due to other reasons. Points 1.7, 3, 4.1.2 and 4.4 of the Contract stay valid even after the termination of this Contract.

4.3.2 The member of the Supervisory board, no later than the termination date of the contract, is obliged to destroy or transfer the following things to the Company: (a) all documents created or received during his time of activities (including, but not limiting to correspondence, messages, contracts, other documents, also hard drives of computers, other drives that could be read optically or electronically) and (b) property of the Company or of a subsidiary of the Company that was given to the member of the Supervisory board in order to manage and/or use in his activities as a member of the Supervisory board. Following a written request of the Company, the member of the Supervisory board is obliged to deliver a written confirmation regarding a proper execution of responsibilities listed in this point.

### **4.4 Dispute Resolution**

4.4.1 Laws of the Republic of Lithuania are applied for this Contract, explanation and application of its conditions, also questions regarding the violations of the Contract.

4.4.2 All disputes, disagreements or request arising from the Contract, connected to the contract, arising from Contract's violation, termination or validity, are solved using negotiations. If the dispute between the Parties is not peacefully resolved in 30 (thirty) calendar days, the dispute is settled in the Commercial Arbitration Court in Vilnius with its regulations. Place of the Arbitration Court – Vilnius. Number of arbitrators in the Arbitration Court – three. Language of Arbitration – Lithuanian.

### **4.5 Changes and additions**

4.5.1 Changes and additions of the Contract, when not fundamental provisions are changed, are completed in a written form and signed by both Parties. Decision of the general shareholders' meeting is not required for these changes.

4.5.2 Fundamental provisions of the contract are changed by the decisions of the Company's general shareholders' meeting, in a written form and signed by both Parties.

#### **4.6 Additions to the Contract**

4.6.1 The additions listed below are not exclusive from the Contract itself:

Attachment No. 1 Agreement to candidate and declaration of interests of the member of the Supervisory board

#### **4.7 Severability of terms**

4.7.1 If any of the terms of the Contract is completely or partly invalid or would become invalid due to its contradiction to the applicable legislative acts or due to any other reasons, remaining terms of the Contract are valid to full extent. In this situation, the Parties would negotiate in a good-will and would seek to change the mentioned invalid or partly invalid term with another valid term, which, to its capability, would allow achieving the same legislative and economic result as the term of the Contract that would be changed.

#### **4.8 Transfer of rights**

4.8.1 The Parties are not allowed to transfer their rights or responsibilities of this Contract to any third party, except from the statutory exceptions.

#### **4.9 Language and copies**

4.9.1 The Contract consists of 2 (two) copies in Lithuanian language, with each Party getting one of the copies.

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