

# TERMS AND CONDITIONS OF THE AGREEMENT ON PROTECTION OF CONFIDENTIAL INFORMATION

---

<...>

## 1. Confidential Information

- 1.1. Any information that has become known to the member of the Supervisory Board in the performance of his/her duties, belonging to the Company, its subsidiaries or parent company and the companies directly or indirectly controlled by the Company (hereinafter referred to as the **Group**), valuable because it is unknown to the third parties and cannot be freely available to them (including, but not limited to, any information on strategic projects, products produced and/or traded, services provided, intellectual property products produced by its employees or parts thereof, on the researches carried out and the results thereof, lists of the existing or potential contractors, salaries of employees and employment conditions, as well as any other data in relation to the activities of the Company, and any information considered to be an industrial, commercial or technological secret by the Company and the companies of the Group) shall be considered Confidential Information (hereinafter referred to as the **Confidential Information**).
- 1.2. Also, information on or in relation to any third parties, specified in paragraph 1.1. of the Agreement, that has become known to the member of the Supervisory Board in the performance of his/her duties, shall be considered Confidential Information.
- 1.3. Confidential Information may be stored in documents, magnetic, film or photo tapes, photographs, computer disks, floppy disks, other media, designs, drawings, diagrams, and any other information/data collection/storage media. Confidential Information may also be verbal, i.e. existing in human memory and not preserved/expressed in any material form.

## 2. Duties of the Member of the Supervisory Board

- 2.1. The member of the Supervisory Board must ensure confidentiality of all the Confidential Information known and/or entrusted to him/her, not to use the Confidential Information for benefit of the member of the Supervisory Board or any third party, not to disclose such information to persons other than the members of the supervisory and management bodies of the Company or the Group and the employees entitled to access the Confidential Information, as well as any other persons entitled access to such information.
- 2.2. The member of the Supervisory Board may disclose the Confidential Information to his/her advisers, assistants, members of the committees of the Supervisory Board, legal, financial, tax or other advisers in breach of paragraph 2.1 herein for the purpose of performing the functions of the member of the Supervisory Board. In such case, the member of the Supervisory Board must inform such persons that the disclosed information is Confidential information, which may only be used for the legal purpose of transferring thereof, and must ensure that the persons receiving the Confidential Information ensure the confidentiality thereof. However, in case of a third party breaching the confidentiality of information transferred to it by the member of the Supervisory Board, the member of the Supervisory Board shall be liable against the Company for the losses caused by such breach.
- 2.3. Paragraph 2.2. of the Agreement shall also apply in the case where all or part of the material in relation to the activity of the member of the Supervisory Board in the Supervisory Board at the request of the member of the Supervisory Board is transferred, sent by post, email or otherwise delivered to person(s) specified by the member of the Supervisory Board for the purpose of exercising the functions of the member of the Supervisory Board.
- 2.4. The member of the Supervisory Board must take all necessary measures to prevent unauthorized use and disclosure of the Confidential Information, inform the Company immediately if he/she becomes aware or suspects that Confidential Information has been disclosed or may be disclosed to unauthorized persons. Moreover, the member of the Supervisory Board must inform the Company of any circumstances known to him/her that might pose threat to the security and confidentiality of the Confidential Information.

- 2.5. The member of the Supervisory Board, regardless of whether the confidential information was entrusted to perform the functions of the member of the Supervisory Board or has become known otherwise, must use such Confidential Information only for its intended purpose, i.e. (a) use the Confidential Information in accordance with the requirements laid down in the Articles of Association of the Company, the Rules of Procedure of the Supervisory Board, contracts concluded with the Company, or other documents setting out the duties of the member of the Supervisory Board; (b) use the Confidential Information in accordance with the Company's requirements and instructions. In any case, the Supervisory Board member will not use the Confidential Information in any way or form for personal purposes or in the interest of himself/herself, his/her family, relatives or third parties without the express prior written consent of the Company.
- 2.6. At the end of the term of office of the member of the Supervisory Board, the Confidential Information shall not be disclosed or distributed, and the member of the Supervisory Board shall not have the right to retain and/or distribute any copies or duplicates of the Confidential Information. At the end of the term of office of the member of the Supervisory Board, the obligation of non-disclosure, non-use and non-dissemination of Confidential Information shall remain in force until the Confidential Information becomes public in the manner prescribed by the legislation. The member of the Supervisory Board must also return to the Company or destroy all documents and materials as well as any copies, duplicates and/or extracts thereof (including any media) that may contain Confidential Information within 5 (five) business days of the receipt of relevant request, but no later than the expiry of the authority of the member of the Supervisory Board. In such case, the member of the Supervisory Board shall not have the right to keep Confidential Information in any form. Upon written request of the Company, the member of the Supervisory Board must submit a written confirmation of proper performance of the duties provided for in this paragraph.
- 2.7. The above obligations to protect Confidential Information shall not apply in respect of the Confidential Information that: (a) has become publicly known and easily available in accordance with the procedures set by the legislation, (b) is disclosed to a third party with a prior written consent of the Company, and (c) is disclosed in the execution of a lawful order of court or governmental authority.

### **3. Liability**

- 3.1. The member of the Supervisory Board in breach of this Agreement shall compensate the Company for the losses incurred.

### **4. Assignment of Rights**

- 4.1. Neither Party may assign its rights or obligations under this Agreement to any third party.

### **5. Language and Number of Copies**

- 5.1. This Agreement is made in 2 (two) copies in Lithuanian, one for each Party.

### **6. Final Provisions**

- 6.1. This Agreement shall come into force from the moment of signing. All obligations to protect Confidential Information shall remain in force indefinitely and at the end of the term of office of the member of the Supervisory Board.
- 6.2. By signing this Agreement the Parties confirm that the contents of the Agreement are understandable, clear and in accordance with the will of the Parties.

<...>