

**PROCEDURE FOR AWARDING AND PAYING REMUNERATION  
TO INDEPENDENT BOARD MEMBER OF *PANEVEZIO STATYBOS TRESTAS AB*  
FOR THEIR ACTIVITIES IN THE BOARD**

1. The procedure for awarding and paying remuneration to the independent Board Member of *Panevezio statybos trestas AB* for his/her activity in the Board (hereinafter referred to as “the Procedure”) establishes the conditions and procedure for awarding and paying remuneration to the independent Board Member of *Panevezio statybos trestas AB* (hereinafter referred to as “the Company”) (hereinafter referred to as “the Independent Board Member”) for his/her activity in the Board (hereinafter referred to as “the Remuneration”). The procedure for awarding and paying remuneration to the independent Board Member of the Company conforms to the operational strategy, long-term objectives and interests of the Company.
2. Remuneration paid to the Independent Board Members of the under this Procedure shall not be considered as salary, bonuses or other similar benefits that could be related to subordination of the Independent Board Member and/or would depend on profit (loss) earned (incurred) by the Company.
3. Payment of remuneration to the Independent Board Members may be suspended or terminated only in accordance with the cases defined in the Procedure or after withdrawal of the relevant Independent Board Member from the Board.
4. Remuneration shall be paid only for activities in the Board and in case of a signed Agreement on Activities of the Independent Board Member. No severance pay shall be paid in the event of resignation of the Independent Board Member from the Board, withdrawal of the Independent Board Member from the Board or termination of the Agreement on Activities of the Independent Board Member.
5. The Procedure shall be established (approved) and amended by the decision of the General Meeting of Shareholders of the Company.
6. The Independent Board Members and the Chief Executive Officer of the Company shall be familiarized with the Procedure against signature.
7. The civil legal relations between the Independent Board Member and the Company shall be established in the Agreement on Activities of the Independent Board Member concluded between the Company and the Independent Board Member (hereinafter referred to as “the Agreement”).
8. The Agreement shall be signed by the Board Member and the Chief Executive Officer of the Company or the person authorised by the Chief Executive Officer of the Company.
9. The Independent Board Member shall not be considered an employee of the Company and shall not be subordinate or accountable to the administration of the Company. The Independent Board Member shall act only as the Board Member of the Company and assume full responsibility for performance of his/her functions and fulfilment of the Agreement.
10. The fixed monthly remuneration in the amount of 3300 Eur (three thousand three hundred) shall be paid for activities of the Independent Board Member. Remuneration shall be paid for the activities actually performed by the Independent Board Member: resolving issues within the competence of the Board, performing the functions of the Board Member, participation and voting at the Board meetings, preparation for the Board meetings by getting familiarized with any prepared information and/or initiating and preparing decisions of the Board.

11. Remuneration paid to the Independent Board Member shall include all taxes and fees applicable to the Board Member. All taxes and fees payable by the Independent Board Member as much as thereof are related to receipt of Remuneration, are calculated and paid by the Company.

12. Remuneration to the Independent Board Members shall be paid on the basis of the Procedure and Agreement, no additional decision shall be made on payment of Remuneration. The Chief Executive Officer of the Company shall ensure timely payment of Remuneration to the Independent Board Members. Remuneration shall be paid by transfer to the bank account specified by the Independent Board Member in the Agreement.

13. No bonuses shall be paid to the Independent Board Member.

14. After the term of the Agreement with the Independent Board Member, within 1 (one) month from the date of term expiry, the Company shall fully settle accounts with the Independent Board Member.