

NON-DISCLOSURE AGREEMENT

[**Company name**], legal entity code [code], registered office address [address] (hereinafter referred to as the **Company**), represented by [name and surname], a person authorised by the [General Meeting of Shareholders] of the Company, acting in accordance with the decision of the [General Meeting of Shareholders] of the Company of [date], and

[**Name and surname**], [personal identification number or date of birth], residing at [address] (hereinafter referred to as the **Supervisory Board member**),

The Company and the Supervisory Board member, hereinafter collectively referred to as the "Parties" and individually as the "Party",

enter into the Non-Disclosure Agreement (hereinafter referred to as the **Agreement**) and agree:

1. Confidential Information

1.1. Any information that has become known to the Supervisory Board member in the performance of his/her duties and belonging to the Company, its parent company and/or subsidiaries or other companies directly or indirectly controlled by the Company (hereinafter referred to as the **Group**), which is valuable because it is unknown to 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, about 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 about or in relation to any third parties, as specified in paragraph 1.1 of the Agreement, that has become known to the Supervisory Board member 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 Supervisory Board member

2.1. The Supervisory Board member must ensure confidentiality of all Confidential Information known and/or entrusted to him/her, not to use Confidential Information for the benefit of the Supervisory Board member 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 Confidential Information, as well as any other persons entitled access to such information.

2.2. The Supervisory Board member may disclose Confidential Information to his/her advisers, assistants, members of the committees of the Supervisory Board, legal, financial, tax or other advisers without meeting the requirements of paragraph 2.1 herein for the purpose of performing the functions of the Supervisory Board member. In such a case, the Supervisory Board member must inform such persons that the disclosed information is Confidential Information, which may only be used for the lawful purposes for which it is transferred and must ensure that the persons receiving Confidential Information ensure the confidentiality thereof. In any case, if a third party breaches the confidentiality of Confidential Information transferred to it by the Supervisory Board member, the Supervisory Board member shall be liable to the Company for the losses caused by such a breach.

2.3. Paragraph 2.2 of the Agreement shall also apply in the case where all or part of the materials related to the Supervisory Board member's activities in the Supervisory Board are, at the request of the Supervisory Board member, transferred, sent by post, email or otherwise delivered to the person(s) specified by the Supervisory Board member for the purpose of performing the functions of the Supervisory Board member.

2.4. The Supervisory Board member must take all necessary measures to prevent unauthorised 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 unauthorised persons. Moreover, the Supervisory Board member must inform the Company of any circumstances known to him/her that might pose a threat to the security and confidentiality of Confidential Information.

2.5. The Supervisory Board member, regardless of whether Confidential Information was entrusted to him/her in the course of performing the functions of the Supervisory Board member or has become known otherwise, must use such Confidential Information only for its intended purpose, i.e. (a) use 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 which set out the duties of the Supervisory Board member; (b) use Confidential Information in accordance with the Company's requirements and instructions. In any case, the Supervisory Board member will not use Confidential Information in any way or form for personal purposes or in his/her own interests or in the interests of his/her family, relatives or third parties without the Company's express prior written consent.

2.6. The Supervisory Board member undertakes that he/she shall not, without the Company's prior written consent, use any third-party artificial intelligence (AI) tools, including but not limited to machine learning algorithms, natural language processing tools, or any other automated or semi-automated data analysis systems, to upload, process, analyse, or otherwise handle any Confidential Information or part thereof disclosed under this Agreement. For the purposes of this Agreement, "AI tools" means any software, platform, application or service that uses artificial intelligence technologies to process data, provide recommendations, generate content or perform any other data-related operations.

2.7. After the end of the term of office of the Supervisory Board member, Confidential Information shall not be disclosed or distributed, and the Supervisory Board member shall not have the right to retain and/or distribute any copies or duplicates of Confidential Information. After the end of the term of office of the Supervisory Board member, the obligation of non-disclosure, non-use and non-dissemination of Confidential Information shall remain in force until Confidential Information becomes public in the manner prescribed by the legislation. The Supervisory Board member 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 mandate of the Supervisory Board member. In such a case, the Supervisory Board member shall not have the right to keep Confidential Information in any form. Upon written request of the Company, the Supervisory Board member must submit a written confirmation of proper performance of the duties set out in this paragraph.

2.8. 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 out 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. If the Supervisory Board member breaches or fails to properly ensure the confidentiality obligation set out in this Agreement, he/she shall pay to the Company a fine of EUR 20 000 (twenty thousand euros), and, to the extent that the fine is insufficient, shall compensate the Company for any other damages resulting from the Supervisory Board member's breach of this Agreement. The amount of the fine agreed upon by the Parties shall be considered to be the minimum damages incurred in each case of the breach of the Agreement. The payment of the fine shall not relieve the Supervisory Board member of his/her obligation to continue to

comply with his/her confidentiality obligations under this Agreement. The Supervisory Board member, in breach of the Agreement, shall pay the fine within 30 (thirty) calendar days from the date of the Company's written claim specifying the breach and payment details.

3.2. Termination of the Agreement shall not eliminate the right of the Company to claim a fine and/or compensation for damages and/or penalties resulting from the non-performance and/or improper performance of the Agreement.

3.3. The Supervisory Board member shall be liable for the acts or omissions of his/her affiliated company and/or representative to whom Confidential Information has been disclosed and/or communicated as if these acts or omissions were those of the Supervisory Board member in the performance of this Agreement.

3.4. If there is another agreement between the Parties relating to the protection of Confidential Information which provides liability for breaching the confidentiality obligation, then the Supervisory Board member shall not be subject to double liability, i.e., liability shall only apply under the latest agreement concluded for the same purpose between the Parties.

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 Lithuanian and English, one copy for each Party. [Lithuanian / English shall prevail.]

5.2. The Agreement may be made by signing it:

5.2.1. with wet-ink (physical) signatures of the Parties. The Agreement shall be signed in as many copies as there are Parties to the Agreement, one copy for each Party;

5.2.2. with a qualified electronic signature. A single copy of the Agreement shall be signed and exchanged between the Parties by using telecommunications terminal equipment;

5.2.3. in different signature formats. The Parties shall exchange the signed copies of the Agreement using relevant means of exchange.

5.4. The Parties agree that signing the same document using different means set out in the Agreement shall be deemed to be a proper endorsement of the document with signatures and that a scanned document signed by both Parties (regardless of the method of signing) shall have the same legal effect as the original of the relevant document.

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 after the end of the term of office of the Supervisory Board member.

6.2. The law of the Republic of Lithuania shall apply to this Agreement, its interpretation and application, as well as to any issues related to the breach, validity or invalidity of the Agreement. All disputes, disagreements or claims arising out of or in relation to this Agreement, violation, termination or validity thereof shall be settled by way of negotiation. In case the Parties fail to settle the dispute amicably within 30 (thirty) calendar days, the dispute shall be finally settled in Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. Place of the arbitration court shall be Vilnius. The number of arbitrators in the court of arbitration shall be three. The language of arbitration shall be Lithuanian. The substantive law of the Republic of Lithuania shall be applicable to the dispute.

6.3. If any provision of this Agreement is or becomes wholly or partially invalid due to its inconsistency with the applicable legislation or for any other reason, the remaining provisions of this Agreement will remain in full force and effect. In such a case, the Parties will, in good faith, negotiate and endeavour to replace the aforementioned wholly or partially invalid provision with another valid provision which, to the extent possible, would enable achieving the same legal and economic result as the provision of this Agreement, which will be amended.

6.4. By signing this Agreement, the Parties confirm that the contents of the Agreement are understandable, clear and in line with the will of the Parties.

Person authorised by the [General Meeting of Shareholders] of the Company

[name and surname]
[date]

(parašas / signature)

Supervisory Board member

[vardas, pavardė]
[data]

(signature)