

ANNEX NO 1

To the draft resolution of the general meeting of shareholders being convened

Main terms of the emission of Convertible Bonds No 1

1.	Number of the Convertible Bonds No 1:	49,900
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2.	Nominal value and issue price of one Convertible Bond No 1:	EUR 100
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3.	Total sum of nominal value and issue price of all Convertible Bonds No 1:	EUR 4,990,000
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4.	Rights granted by the Convertible Bonds No 1:	Rights granted under the Law on Companies of the Republic of Lithuania, other applicable laws, articles of association of the Company, this resolution and agreement regarding subscription of Convertible Bonds No 1.
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5.	Interest and mechanism of payment thereof:	<p>5.1. The Convertible Bonds No 1 shall bear fixed annual interest. The annual interest shall vary depending on the period which have passed since the date the Convertible Bonds No 1 were paid up, as described below:</p> <p>5.1.1. for the period from the day the Convertible Bonds No 1 were paid up (such day included) until such day of the year 2022 on which 1 year after the day Convertible Bonds No 1 were paid up will have passed (such day not included) 9.5% annual interest calculated from the nominal value of Convertible Bonds No 1 shall apply;</p> <p>5.1.2. for one year period from such day of the year 2022 on which 1 year after the day Convertible Bonds No 1 were paid up will have passed (such day included) until the day of the year 2023 on which 2 years after the day Convertible Bonds No 1 were paid up will have passed (such day not included) 10.0% annual interest calculated from the nominal value of Convertible Bonds No 1 shall apply;</p> <p>5.1.3. for one year period from such day of the year 2023 on which 2 years after the day Convertible Bonds No 1 were paid up will have passed (such day included) until the day of the year 2024 on which 3 years after the day Convertible Bonds No 1 were paid up will have passed (such day not included) 10.5% annual interest calculated from the nominal value of Convertible Bonds No 1 shall apply;</p> <p>5.1.4. for one year period from such day of the year 2024 on which 3 years after the day Convertible Bonds No 1 were paid up will have passed (such day included) until the day of the year 2025 on which 4 years after the day Convertible Bonds No 1 were paid up will have passed (such day not included) 11% annual interest calculated from the nominal value of Convertible Bonds No 1 shall apply;</p> <p>5.1.5. for one year period from such day of the year 2025 on which 4 years after the day Convertible Bonds No 1 were paid up will have passed (such day included) until the day</p>
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of the year 2026 on which 5 years after the day Convertible Bonds No 1 were paid up will have passed (such day not included) 11.5% annual interest calculated from the nominal value of Convertible Bonds No 1 shall apply;

5.1.6. for one year period from such day of the year 2026 on which 5 years after the day Convertible Bonds No 1 were paid up will have passed (such day included) until the day of the year 2027 on which 6 years after the day Convertible Bonds No 1 were paid up will have passed (such day not included) 12% annual interest calculated from the nominal value of Convertible Bonds No 1 shall apply.

5.2. The interest shall be calculated starting from the day the Convertible Bonds No 1 were paid up (such day included).

5.3. The amount of interest to be paid to each owner of the Convertible Bonds No 1 depends on the total amount of Convertible Bonds No 1 owned and total sum of their nominal value.

5.4. Interest to each owner of the Convertible Bonds No 1 shall be paid monthly for the respective period of the previous month. The first interest payment day shall be the day on which one month after the day the Convertible Bonds No 1 were paid up will have passed. The interest payment day shall be excluded when calculating and paying interest.

5.5. Interest shall be calculated daily in euro currency, based on the factual number of days in the interest-bearing period divided by the factual number of days in a year (Act/Act).

5.6. Persons who are the owners of the Convertible Bonds No 1 one business day prior interest payment day shall have the right to receive the accrued interest.

5.7. In case any scheduled interest payment day is not a business day, the accrued interest for the relevant one month period shall be paid on the next business day following the scheduled interest payment day.

5.8. The calculation of interest shall be suspended as of the day of redemption of Convertible Bonds No 1. If the Convertible Bonds No 1 are redeemed before the expiry of the 6 year term specified in Clause 6.2 below, the calculation of interest shall be suspended as of such redemption day and interest for periods following such premature redemption day shall no longer be calculated and paid.

6. Start date and redemption date (term) of Convertible Bonds No 1:

6.1. The start date of the Convertible Bonds No 1 is the day from subscription.

6.2. The validity term of Convertible Bonds No 1 is 6 years starting from the day of subscription unless Convertible Bonds No 1 are redeemed prior to such date.

6.3. The redemption date of Convertible Bonds No 1 is the day on which 6 years after the day of subscription will have passed unless Convertible Bonds No 1 are redeemed prior to such date.

6.4. The redemption date of Convertible Bonds No 1 may be changed by the decision of owners holding 100% of Convertible Bonds No 1 as set out in Clause 7.2 below.

6.5. On the redemption date, Convertible Bonds No 1 are redeemed by paying their owners the nominal value of Convertible Bonds

No 1. Interest accrued before the redemption date but not yet paid shall be also paid on the redemption date. Persons who were the owners of the Convertible Bonds No 1 one business day prior to the redemption date have the right to receive accrued interest and nominal value of Convertible Bonds No 1.

- 6.6. The Company shall have the right at any time, in its sole discretion, to redeem all or part of the Convertible Bonds No 1 before the expiry of the term specified in Clause 6.2 by paying to the owners of the Convertible Bonds No 1 their nominal value and accrued but not yet paid interest. The minimum number of Convertible Bonds No 1 to be redeemed at once shall be at least 5,000.

7. Conversion of the Convertible Bonds No 1 into shares:

- 7.1. At the end of the redemption term and upon request of the owners of the Convertible Bonds No 1, the Convertible Bonds No 1 are exchanged (converted) to Company's shares. In this case, the redemption price shall not be paid to the owners of the Convertible Bonds No 1 (i.e., the payment for the Convertible Bonds No 1 is deemed the payment for the Company's shares exchanged (converted) from Convertible Bonds No 1).
- 7.2. At the sole discretion of the owners of Convertible Bonds No 1, all or part of the Convertible Bonds No 1 held by the owner are exchanged (converted) into Company's shares. The Convertible Bonds No 1 are exchanged (converted) to Company's shares if only they are not redeemed on time or in case of material infringement as set out in the agreement regarding subscription of the Convertible Bonds No 1.
- 7.3. In order to exercise the right to convert the Convertible Bonds No 1 into Company's shares, it is mandatory to submit a respective request to the Company in accordance with the procedure established in the agreement regarding subscription of the Convertible Bonds No 1.
- 7.4. Upon submission of a request to the Company to convert the Convertible Bonds No 1 into Company's shares, the conversion shall occur within the term customarily required to approve and register amended articles of association of the Company and issue new shares of the Company. The actions of the Company required for the conversion of the Convertible Bonds No 1 into shares and the terms for completion of required actions by the Company are specified in the agreement regarding subscription of the Convertible Bonds No 1.

8. Conversion ratio according to which Convertible Bonds No 1 are converted into Company's shares:

One Convertible Bond No 1 is converted into such number of the Company's newly issued shares, which is calculated by dividing the issue price of one Convertible Bond No 1 (i.e., EUR 100) by a number equal to the price of one newly issued share of the Company calculated using TERP (Theoretical Ex-Rights Price) method and by applying a 15% discount.

When calculating the share issue price by using the TERP method, the weighted average market price of the Company's shares on the Nasdaq Vilnius Stock Exchange during the 15 trading days prior to the date of conversion of the Convertible Bonds No 1 into Company's shares.

If the number of Company's shares to be converted from one Convertible Bond No 1 is calculated and it is a non-integer number, it shall be rounded in accordance with mathematical rounding rules.

The exact and precise methodology and procedure for calculating the number of Company's shares to be converted from Convertible Bonds No 1 is set forth in the agreement regarding subscription of the Convertible Bonds No 1.

9.	Class of shares to be converted from Convertible Bonds No 1:	Ordinary registered shares.
10.	Number of shares to be converted from Convertible Bonds No 1:	Number of Company's shares to be converted from Convertible Bonds No 1 will be determined in accordance with the procedure and conversion ratio specified in Clause 8.
11.	Nominal value of one share to be converted from Convertible Bonds No 1:	EUR 0.03
12.	Total sum of nominal value of shares to be converted from Convertible Bonds No 1:	Total sum of nominal value of shares to be converted from Convertible Bonds No 1 will be determined by multiplying the nominal value of one share by the total number of shares determined in accordance with the procedure and conversion ratio set forth in Clause 8.
13.	Rights granted by the shares:	<p>13.1. To participate in the management of the Company;</p> <p>13.2. To receive dividends;</p> <p>13.3. To receive a share of assets of the Company remaining after its liquidation;</p> <p>13.4. To receive shares free of charge if the authorized share capital is increased out of the Company's funds;</p> <p>13.5. Pre-emptive right to acquire shares and convertible bonds issued by the Company, except in cases specified in Company's articles of association and laws;</p> <p>13.6. To lend money to the Company in the manner established by the laws;</p> <p>13.7. To sell or otherwise transfer all or part of shares, to leave the shares to other persons under the last will;</p> <p>13.8. To participate and vote in the general meetings of shareholders;</p> <p>13.9. To receive information on the Company's activities in accordance with the terms and procedure established in the laws and the articles of association;</p> <p>13.10. Other rights granted under the Law on Companies of the Republic of Lithuania and other applicable laws.</p>