AGREEMENT
ON THE ACTIVITIES OF A
MEMBER OF THE SUPERVISORY BOARD

[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 are hereinafter collectively referred to as the "Parties" and individually as the "Party",

WHEREAS:

(A) the Supervisory Board member has been elected to the Supervisory Board of the Company [as an independent member / a civil servant] by the decision of the General Meeting of the Shareholders of the Company of [date] [for a new four-year term of office/until the expiry of the term of office of the current Supervisory Board];

(B) the Company and the Supervisory Board member aim to establish in the Agreement the principles of activities of the Supervisory Board member, to set out the rights, obligations and liability of the Supervisory Board member for the activities in the Supervisory Board of the Company, the principles of remuneration for the activities of the Supervisory Board member;

(C) [in accordance with the provisions of the Corporate Governance Code for the Companies Listed on NASDAQ Vilnius regarding independent members of the Supervisory Board of the Company, which, among other things, stipulate that the Supervisory Board member should be considered independent only if he/she is free of any business, family or other relationship with the Company, its controlling shareholder or the management of either, that creates or may create a conflict of interest and may impair his/her judgment];

(D) [the Supervisory Board member confirms his/her independence and ensures that he/she will maintain his/her independence throughout his/her term of office as a member of the Supervisory Board] [the Supervisory Board member confirms that he/she has the status of civil servant and will maintain it throughout his/her term of office as a member of the Supervisory Board];

(E) the Supervisory Board member confirms that neither he/she nor his/her close relatives own or otherwise control shares of the Company and will not have them throughout his/her term of office as a member of the Supervisory Board;

the Parties agree as follows:

1. ACTIVITIES OF SUPERVISORY BOARD MEMBER

1.1. Functions of the Supervisory Board member

1.1.1. The Supervisory Board member shall perform his/her duties set out in the applicable legislation, the Company's Articles of Association, the decisions of the General Meeting of Shareholders and the Supervisory Board, and, acting together with other persons elected to the Supervisory Board of the Company, address the matters that fall within the competence of the Supervisory Board and perform other functions assigned to the Supervisory Board.

1.1.2. The Supervisory Board member must act for the benefit of the Company and all the shareholders of the Company. The Supervisory Board member shall act in accordance with laws, other legislation (including internal legal acts which are published on the website and/or submitted to the Supervisory Board member for information), the Company's Articles of Association, the decisions of the General Meeting of Shareholders and the Supervisory Board, as well as the strategy of the Company and the Rules of Procedure of the Supervisory Board.
1.1.3. The Supervisory Board member shall undertake to perform his/her duties properly, to address all matters assigned to the Supervisory Board efficiently and impartially and to follow the highest professional standards. The Supervisory Board member must ensure the continuous performance of the functions of the Supervisory Board provided for in the applicable laws and other legislation as well as in the Articles of Association of the Company.
1.1.4. The Supervisory Board must perform his/her duties personally and shall not be entitled to assign or delegate all or part of the functions of the Supervisory Board member to third parties, except as otherwise provided by law or in this Agreement.

1.2. Attendance at the Meetings of the Supervisory Board of the Company
1.2.1. The Supervisory Board member must attend all meetings of the Supervisory Board of the Company unless it is impossible to do so for objective reasons.
1.2.2. The Supervisory Board member must always come to the meetings (join the meeting by electronic means when the meeting is organised remotely) having familiarised himself/herself with the agenda of the meeting and with all the information and documents provided in relation to the matters under consideration in accordance with the procedure laid down in the Rules of Procedure of the Supervisory Board. The Supervisory Board member must actively participate in the consideration of the items on the meeting agenda, state his/her position in writing or orally on all the matters discussed, and make reasoned proposals for the matters under consideration.
1.2.3. The Supervisory Board member shall have the right to initiate the convening of a meeting of the Supervisory Board of the Company as stipulated in the Company's Articles of Association and the right to suggest items for the agenda of the meeting of the Supervisory Board being initiated or convened.

1.3. Voting
1.3.1. The Supervisory Board member must attend the meetings of the Supervisory Board and vote for or against each item under consideration. The Supervisory Board member shall not have the right to refuse to vote or to abstain from voting, except in cases where there may be a conflict of interest between the Supervisory Board member and the Company or on other grounds set out in the Articles of Association or the legislation. The Supervisory Board member shall have the right to grant a power of attorney in a simple written form to another Supervisory Board member who would represent him/her in voting at the meeting of the Supervisory Board.
1.3.2. The Supervisory Board member who is unable to attend the meeting of the Supervisory Board directly must vote in advance in writing or vote by electronic means in accordance with the procedure prescribed in the Rules of Procedure of the Supervisory Board if the security of the information transmitted is ensured and the identity of the person who voted can be established.

1.4. Provision of Technical and Organisational Means for the Activities of the Supervisory Board member
1.4.1. The Company shall ensure appropriate working conditions for the Supervisory Board and the Supervisory Board member in the Supervisory Board by providing technical and organisational means necessary for work.

1.5. Absence of Conflict of Interest
1.5.1. The Supervisory Board member shall submit to the Company a consent to be a candidate for the Member of the Supervisory Board of the Company and a declaration of

interests specifying all the circumstances that could give rise to a conflict of interest between the Supervisory Board member and the Company. In the event of any new unspecified circumstances that could give rise to a conflict of interest between the Supervisory Board member and the Company, the Supervisory Board member shall immediately inform the Supervisory Board and the Company of such new circumstances in writing.

1.6. Absence of Employment Relationship

1.6.1. The Parties confirm that this Agreement establishes a civil legal relationship between the Supervisory Board member and the Company. This Agreement shall not be construed as creating an employment relationship between the Parties. Accordingly, the Supervisory Board member shall not be considered an employee of the Company and shall not be subordinate or accountable to the management of the Company. Under this Agreement, the Supervisory Board member shall act only as the Member of the Supervisory Board of the Company and shall assume full responsibility for the performance of his/her functions and implementation of this Agreement.

1.7. Intellectual Property

1.7.1. The Parties agree that economic and, to the extent not prohibited by applicable legislation, non-economic rights to any intellectual or industrial property created by the Supervisory Board member during the term of this Agreement and directly related to the activities of the Supervisory Board member under this Agreement, including copyright objects, trademarks, service marks, products and industrial designs, as well as any other items developed in the course of performing the duties of the Supervisory Board member, shall fully, automatically, indefinitely and irrevocably become owned by the Company and shall be the exclusive property of the Company.

1.7.2. Remuneration to the Supervisory Board member for creation of the items referred to in paragraph 1.7.1 above is included in the remuneration paid to the Supervisory Board member under this Agreement and the Company shall have the right to dispose of such items at its sole discretion without paying any additional remuneration to the Supervisory Board member.

2. REIMBURSEMENT OF EXPENSES

2.1. Reimbursement of Expenses Related to Activities of the Supervisory Board member in the Supervisory Board

2.1.1. If the performance of the functions of the Supervisory Board member requires reasonable expenses, including but not limited to travel, accommodation outside the Company’s place of business, transportation during travel, and, if necessary, reasonable costs for the services of external advisors, auditors, lawyers in relation to the performance of the functions of the Supervisory Board member, the Company shall undertake to cover directly or to reimburse to the Supervisory Board member such reasonable expenses if these have been discussed with the Company in advance.

2.1.2. The Supervisory Board member may be reimbursed for transport and accommodation expenses related to his/her attendance at the meetings of the Supervisory Board at a location specified by the Company (usually at the registered office of the Company) in cases where the Supervisory Board member’s permanent place of residence or place of work is located in a country other than the country where the meeting of the Company’s Supervisory Board is taking place (hereinafter referred to as permanent residence or place of work), and where such expenses are discussed in advance with and agreed upon by the Company. The Parties agree that the maximum expenses incurred by the Supervisory Board member for travelling from his/her permanent residence or place of work to the meetings of the Supervisory Board, which the Company undertakes to reimburse, shall not exceed:

(i) EUR 200 per night for accommodation rental costs (including breakfast costs that are included in the accounting documents issued by natural or legal persons providing accommodation services, if the total amount indicated in the accounting document does not exceed EUR 200);

(ii) tickets for flights or other transportation in economy or equivalent class (unless the Parties agree that reimbursing the purchase of upgraded flight tickets is more rational in a particular situation or is related to other important circumstances (e.g., health condition));
(iii) costs of all types of vehicles to/from the airport(s), to/from the Supervisory Board meeting(s).
(iv) a fixed amount of EUR 50 per day for all other expenses, without requiring supporting documents.

2.1.3. The Company shall undertake to pay a fixed remuneration of EUR [amount in numbers] ([amount in words] euros) (before taxes) per calendar month for the activities of the Supervisory Board member.
If the Supervisory Board member is elected as the Chair of the Supervisory Board, the Company shall undertake to pay a fixed remuneration of EUR [amount in numbers] ([amount in words] euros) (before taxes) per calendar month to the Supervisory Board member during his/her term of office as the Chair of the Supervisory Board instead of the remuneration stipulated above.
2.1.4. If the Supervisory Board member is appointed to serve as a member of a committee formed by the Supervisory Board, he/she will receive an additional remuneration of [amount in numbers] ([amount in words] euros) per calendar month (before taxes) during his/her term of office as a committee member, in addition to the remuneration specified in paragraph 2.1.3. If the Supervisory Board member (excluding the Chair of the Supervisory Board) is appointed to serve as the Chair of a committee formed by the Supervisory Board, the Company shall undertake to pay a fixed remuneration of [amount in numbers] euros ([amount in words] euros) per calendar month (before taxes) during his/her term of office as the Chair of the committee, instead of the additional committee member remuneration.
2.1.5. Remuneration for the previous calendar month shall be paid within 10 (ten) calendar days of the end of that month.
2.1.6. All payments under this Agreement shall be made by transferring money to the bank account specified by the Supervisory Board member in paragraph 4.3 of this Agreement.
2.1.7. The remuneration paid to the Supervisory Board member shall include all applicable taxes and fees. All taxes and fees payable by the Supervisory Board member (including those that may be introduced in the future), insofar as they relate to the remuneration, shall be calculated and paid by the Company by transferring them on behalf of the Supervisory Board member or the Company to the authorities administering relevant taxes and fees, unless another procedure is prescribed by applicable legislation.
2.1.8. In the event that the Supervisory Board member is required by law to register an individual activity permitting the provision of the services outlined in this Agreement, the Company shall undertake to pay the remuneration to the Supervisory Board member only if the Supervisory Board member has submitted to the Company a copy of an individual activity certificate or any other document permitting activities under this Agreement in accordance with the applicable legislation. In such a case, all taxes shall be paid by the Supervisory Board member, unless the applicable legislation provides otherwise.
2.1.9. Upon termination of this Agreement on any grounds, the Supervisory Board member shall be paid for the time actually spent performing the activities of the Supervisory Board member before the date of termination of the Agreement. In accordance with the terms and conditions prescribed in this paragraph of the Agreement, the Company shall undertake to make full payment to the Supervisory Board member within 1 (one) month from the date of termination of this Agreement.

3. LIABILITY AND COMPENSATION FOR DAMAGES

3.1. Liability of the Company

3.1.1. The Company shall undertake to indemnify and hold the Supervisory Board member harmless from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Supervisory Board member for any reason in relation to the

Supervisory Board member's activities in the Supervisory Board of the Company, unless such losses or damages were incurred by the Supervisory Board member as the result of wilful misconduct or gross negligence of the Supervisory Board member.
3.1.2. During the term of this Agreement, the Company shall undertake to insure the Supervisory Board member with the civil liability insurance for bodies of legal entities.

3.2. Liability of the Supervisory Board member and Obligation to Compensate for Damages
3.2.1. The Supervisory Board member shall undertake to indemnify and hold the Company harmless from any losses or damages (including reasonable expenses for legal assistance) that the Company may incur as a result of the Supervisory Board member's breach of this Agreement and/or claims by third parties, including the shareholders of the Company, in relation to the Supervisory Board member's activities in the Supervisory Board of the Company or the outcome of the activities when such losses or damages were incurred by the Company due to the fault of the Supervisory Board member.

4. OTHER TERMS AND CONDITIONS

4.1. Access to Information and Confidentiality
4.1.1. The Supervisory Board member shall have the right to access all documents of the Company and the companies directly and/or indirectly controlled by the Company as well as all information of the Company and the companies directly and/or indirectly controlled by the Company (including the information on the draft decisions of the management bodies that have not been adopted yet and information on planned transactions and investments), which at the request of the Supervisory Board member may be systematised according to reasonable criteria specified by the Supervisory Board member.
4.1.2. During the term of this Agreement, as well as for an indefinite period after the expiry of the Agreement, the Supervisory Board member shall undertake to keep confidential and not to disclose to any third parties any confidential information of the Company without prior written consent of the Company. The list of the information considered confidential shall be approved by the Management Board of the Company. At the time of entering into this Agreement, the Parties shall also enter into a separate Non-Disclosure Agreement.
4.1.3. The Parties agree that information related to the activities of the Supervisory Board member, including materials for Supervisory Board meetings, will be provided to the Supervisory Board member by uploading it in the Meetings Area used by the Company for the Supervisory Board and/or by sending it via the email provided by the Company [email address].

4.2. Processing of personal data
4.2.1. The Company shall process the personal data of the Supervisory Board member by ensuring that the processing of personal data complies with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation), the Law of the Republic of Lithuania on Legal Protection of Personal Data, and the requirements of other legal acts governing the protection of personal data.
4.2.2. The personal data of the Supervisory Board member (such as name, surname, personal identification number and/or date of birth, image (photograph), contact details, bank account details, other data related to the Agreement and the activities carried out) shall be processed on the legal basis and for a legitimate purpose – in order to conclude and execute the Agreement, perform the legal obligations imposed on the Company, and for the Company's legitimate interest to ensure the proper management of the Company, applicable transparency requirements.
4.2.3. The Company, in pursuit of its legitimate interest to ensure the transparency requirements applicable to it, shall process the image (photograph) of the members of the supervisory and/or management bodies of the Company for publicity purposes by publishing

information about the members of the supervisory and/or management bodies on the Company's website, in the Company's announcements, on the Company's social networks.

4.2.4. More information about the Company's processing of personal data and the exercise of data subjects' rights is available in the Company's privacy notice on the Company's website.

4.3. Notifications and Other Information
4.3.1. All notifications, requests, written demands or other documents under this Agreement (hereinafter referred to as the Notifications) shall be sent to the following addresses:

To the Company:
Laisvės Ave. 10, LT-04215 Vilnius, Republic of Lithuania
grupe@ignitis.lt

To the Supervisory Board member:
[address]
[email]
[phone number]
Other information of the Member of the Supervisory Board: [bank account No.] [bank].

4.3.2. All Notifications under this Agreement shall be deemed duly delivered when they are served to the above addresses and their receipt is confirmed by signature (receipt by the Company shall be confirmed by the signatures of the Company's employees, members of the management bodies or other authorised persons) or, if sent via email – a reply has been received by the same method or sent by registered or courier mail. Each Party shall notify the other Party of any changes in its address, bank account or other data specified in this Agreement no later than within 5 (five) business days of such changes. If the Party fails to notify of changes in the address, sending the Notification to the last available address shall be deemed appropriate.

4.4. Entry into force. Term of the Agreement
4.4.1. This Agreement shall enter into force from the moment of signing and shall remain in force until the earliest of the following dates: (a) the Supervisory Board member resigns or is unable to continue his/her duties; (b) the Supervisory Board member is removed from the Supervisory Board of the Company or the entire Supervisory Board is removed; (c) the Supervisory Board member ceases to hold the position of the Supervisory Board member on other grounds. The provisions of paragraphs 1.7, 3, 4.1.2 and 4.4 of the Agreement shall remain in force after the expiration of this Agreement.
4.4.2. No later than the date of termination of the Agreement, the Supervisory Board member shall undertake to destroy or transfer to the Company: (a) all documents (including, but not limited to, correspondence, messages, contracts, other documents, as well as computer discs, other optically or electronically readable media) available, received or created during the performance of the activities; (b) property or other items belonging to or otherwise managed by the Company which were transferred to be managed and used by the Supervisory Board member in connection with his/her activities in the Supervisory Board. Upon written request of the Company, the Supervisory Board member shall undertake to submit a written confirmation of proper performance of the duties set out in this paragraph.
4.5. Dispute Resolution
4.5.1. The law of the Republic of Lithuania shall apply to this Agreement, the interpretation and application of its terms and conditions, as well as to any issues related to the breach, validity or invalidity of the Agreement.
4.5.2. 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. The 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. All procedural documents shall be sent by email to the Parties' email addresses specified in paragraph 4.3.1 of this Agreement.

4.6. Amendments and Supplements

4.6.1. Amendments or supplements to this Agreement, when the non-material provisions of the Agreement are amended, shall be made in writing and signed by both Parties. Such amendments do not require a decision of the General Meeting of Shareholders of the Company.

4.6.2. Material provisions of the Agreement shall be amended by a decision of the General Meeting of Shareholders of the Company, such amendments shall be made in writing and signed by both Parties.

4.7. Separability of Provisions

4.7.1. 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.

4.8. Assignment of Rights

4.8.1. Neither Party may assign its rights or obligations under this Agreement to any third party, except as otherwise provided by law or in this Agreement.

4.9. Language and Number of Copies

4.9.1. This Agreement is made in Lithuanian and English, one copy for each Party. [Lithuanian / English shall prevail.]

4.9.2. The Agreement may be made by signing it:

4.9.2.1. with wet-in (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;

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

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

4.9.3. For the purpose of the execution of the Agreement, the Supervisory Board member undertakes to have a qualified electronic signature or its equivalent.

4.9.4. 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.

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]

____
(signature)

Supervisory Board member

[name and surname]
[date]

____
(signature)