

PURCHASE CONTRACT

Via Lietuva Joint Stock Company, legal entity code 188710638, registered office address Kauno str. 22-202, Vilnius, data about the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by an authorized employee, hereinafter referred to as the Client,

And

[insert], company code [insert], with its registered office at [insert], data on the company being collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [insert], acting in accordance with the company's Articles of Association, hereinafter referred to as the Supplier,

hereinafter collectively referred to in the Contract as the Parties and individually as each Party,

in accordance with the results of the public procurement of **services for the preparation of the long-term strategy of JSC "Via Lietuva", CVP IS procurement number** (hereinafter referred to as the **Procurement**),

have entered this Contract, hereinafter referred to as "the Contract":

I. GENERAL PROVISIONS

1.1. This Contract consists of the following documents, which include the term "Contract" and which, in the event of a dispute, shall apply in the following order of priority:

1.1.1. Contract.

1.1.2. Purchase documents.

1.1.3. Contract changes.

1.1.4. Proposal.

1.2. Unless otherwise specified in the Contract, the terms used in the Contract shall have the same meaning as those used in the Procurement Documents and the Public Procurement Law. The headings of the chapters of the Contract are for reference purposes only and shall not be used for the interpretation of the Contract.

1.3. Unless otherwise specified in the Contract, words used in the singular form shall also include the plural form, words of one gender shall include corresponding words of the other gender, words referring to persons shall include both legal and natural persons, and a reference to the whole shall also include a reference to any part of the whole, and (in each case) vice versa.

1.4. If the numerical and verbal values in the Contract differ, the verbal value shall prevail.

1.5. Unless otherwise specified in the Contract, duration and time limits shall be calculated in calendar days.

1.6. Where reference is made to legislation, the current version of the legislation must apply unless otherwise stated.

II. CONTRACT SUBJECT

2.1. In accordance with the terms and conditions set out in this Contract, the Supplier undertakes to provide **AB "Via Lietuva" with the services of preparation of a long-term strategy for** (hereinafter referred to as "Services").

2.2. A detailed description of the Services is set out in the technical specification (the "Technical Specification").

2.3. The Client undertakes to accept the result of the Services and to pay the Supplier for the same in accordance with the terms and conditions set out in the Contract.

III. CONTRACT PRICING

3.1. The Contract chooses the following method for calculating the Contract price: **fixed prices.**

3.2. The value of the Initial Contract (including the price of the Services) as defined in sub-clause 2.11 of the Methodology for Establishing Pricing Rules approved by the Director of the Public Procurement Service under the Government of the Republic of Lithuania on 28 June 2017 by Order No. 1S-95 "On the Approval of the Methodology for Establishing Pricing Rules"¹) shall be:

3.2.1. [insert] (amount in words) euros including VAT.

3.2.2. The initial value of the Contract, excluding VAT, is [insert] (sum in words) euros.

3.2.3. VAT at 21% - [insert] (amount in words) euros.

3.3. The price of the Services includes all fees and expenses payable by the Supplier in connection with the provision of the Services.

3.4. The price of the Services will not be adjusted throughout the term of the Contract in line with changes in the general level of prices or changes in the prices of goods, services, or groups of works.

3.5. The price of services will be recalculated as follows due to changes in charges:

3.5.1. The tax that will be recalculated when the price of the Services changes: value added tax (VAT). If other taxes change, the price of the Services will not be recalculated.

3.5.2. The recalculation is carried out following the entry into force of the Law of the Republic of Lithuania on Value Added Tax, which changes the VAT tax rate.

3.5.3. Conversion formula: in the event of a change in the VAT rate, the VAT rate included in the price of the Services shall be changed (reduced or increased) in accordance with the legislation of the Republic of Lithuania for Services not provided.

3.5.4. A change in the price of the Services shall be formalized by additional Agreement between the Parties.

3.5.5. The recalculated price of the Services shall apply from the date of entry into force of the rate specified in the Law on Amendments to the Law of the Republic of Lithuania on Value Added Tax, according to which the rate of this tax is changed.

3.6. During the term of the Contract, the price of the Services shall be recalculated (increased or decreased) in accordance with the general evolution of the price level, at least every 6 (six) months from the date of entry into force of the Contract (or, in the case of subsequent recalculations, from the date of the last recalculation), provided that the change in the price, when comparing the prices of the current month of the year with the prices of the month of entry into force of the Contract, is more than 15% (fifteen percent).

3.7. How to convert the price of Services:

3.7.1. The cost of the Service is multiplied by the correction multiplier.

3.7.2. Correction multiplier (P): $P = \text{SSKI current} / \text{SSKI baseline}$.

3.7.3. SSKI current - the current price index in the month in which 49 (forty-nine) days remain until the last day of the six (6) month period.

3.7.4. SSKI Base - the base price index for the month in which 28 (twenty-eight) days (Start Date) remain before the opening of tenders or electronic tenders submitted by means of CVP IS.

3.8. The source of the current and base price indices is the State Data Agency databases. These indices can be found in (steps):

3.8.1. <https://osp.stat.gov.lt>;

3.8.2. Database.

3.8.3. By topic.

3.8.4. Economy and Finance (Macroeconomics) -> Customize.

3.8.5. Price indices, changes, and prices.

3.8.6. Service price indices (SPI) and price changes -> Service price indices.

3.8.7. Service price indices (2021 - 100).

3.8.8. Changes in service prices.

3.8.9. Select "Management consulting activities" (M702).

¹ <https://www.e-tar.lt/portal/lt/legalAct/04cbd4205bd811e79198ffdb108a3753/sZqxMCrtVs>

3.8.10. Adjustments to the price of the Services (and therefore to the initial Contract value) in line with general price level movements shall be made by the 21st (twenty-first) day of the following month. This amendment shall be formalized by additional Agreement between the Parties. The revised price of the Services shall enter into force on the first day of the month in which the supplementary Agreement is signed by the Parties. The revision of the price of the Services shall not apply in the event of any delay in the performance of the obligations under the Contract caused by the Supplier.

IV. PROCEDURES AND TIME LIMITS FOR THE PROVISION OF SERVICES AND SUSPENSION OF SERVICES

IV.A. Service deadlines

4.1. Term of Service: **6 (six) months from the date of entry into force of the Contract.**

4.2. During the performance of the Contract, due to objective circumstances beyond the Supplier's control and/or on other grounds provided for by law, an additional period of time for the provision of the Services may be set for 1 (one) time to complete the Contract, but not exceeding 2 (two) months. The additional time limit for the provision of the Services shall be formalized by additional Agreement between the Parties.

4.3. The Supplier undertakes to prepare a schedule (plan) for the Services provided for in Clause 2.1 of the Contract and to agree it with the Client's representative as provided for in Clause 7.1 of the Technical Specification. If the time limit for the provision of the Services is extended in accordance with the procedures set out in the Contract, the Supplier shall accordingly undertake to adjust and agree with the Client the schedule/plan for the Services.

IV.B. Suspension of services

4.4. The provision of the Services may be suspended at the direction of the Client, after consideration of a request received from the Supplier, or at the initiative of the Client. The provision of the Services may be suspended in the event of interference or other obstacles beyond the control of the Parties in the provision of the Services which prevent the performance of the obligations under the Contract (force majeure, acts, or omissions of third parties (e.g., failure to provide the necessary information) necessary for the performance of the contract, etc.). The provision of the Services may also be suspended due to the occurrence of unforeseen circumstances that prevent the Client from fulfilling its contractual obligations.

4.5. In the event that the Supplier requests the suspension of the provision of the Services, the Supplier shall notify the Client in writing without delay, but no later than within 3 (three) calendar days from the moment the Supplier becomes aware of the said interference or impediment, providing evidence of its existence, and requesting the suspension of the provision of the Services until such time as the said interference or impediment is removed. If the Client instructs the Supplier in writing to suspend the provision of the Services or agrees to the Supplier's request, the provision of the Services may be suspended only for the duration of the circumstances in question and, once they have been remedied, the provision of the Services must be resumed immediately. The period during which the provision of the Services has been suspended because of the circumstances referred to in this sub-clause shall not be counted as part of the time limits referred to in sub-clause 4.1 of the Contract. The provision of the Services may not be suspended and the suspended provision of the Services may be resumed before the end of the circumstances referred to in this clause 4.4 of the Contract if it is established that the Supplier has been providing the Services during the period of suspension. After the circumstances referred to in this clause of the Contract which led to the suspension of the provision of the Services have ceased to exist and the provision of the Services has been resumed, the Services shall be provided for the remainder of the term of the Services. The suspension and/or resumption of the provision of the Services shall be documented in writing by the Client.

4.6. The provision of the Services shall be suspended from the next Business Day after the Supplier receives a written instruction from the Client to suspend the Services. Suspension of the Services shall not constitute termination of the Contract. If the Services are suspended at the Client's

initiative, the Services shall be deemed to have resumed from the next Business Day after the Supplier receives the Client's written instruction to resume the Services. Where the provision of the Services has been suspended at the request of the Supplier, the provision of the Services shall be deemed to have resumed as from the next Business Day following the receipt by the Client of the Supplier's written notice of the removal of the impediment or obstruction which has caused the suspension of the provision of Services.

4.7. If the Client suspends the provision of the Services for more than 90 (ninety) calendar days through no fault of the Supplier and not due to circumstances of which the Supplier bears the risk of occurrence, the Supplier may, by written notice, request permission to resume the provision of the Services within 30 (thirty) calendar days, and, failing such permission, terminate the Contract by giving the Client written notice in the manner provided for in the Contract.

4.8. If the provision of the Services is suspended for more than 180 (one hundred and eighty) calendar days, either Party may unilaterally terminate the Contract by giving written notice to the other Parties in accordance with the procedure set out in the Contract.

IV.C. Service quality

4.9. The requirements for the Services to be provided and the quality of the Services are defined in the Technical Specification. The quality of the Services shall comply with the requirements of the legislation and with the requirements normally applicable to this type of Service.

4.10. The Supplier must ensure that equivalent qualifications of its own and/or its subcontracted professionals are maintained throughout the duration of the Contract.

4.11. The Supplier shall, upon the Client's request, within the time limit set by the Client, provide the Client with sufficient evidence that it has all permits, certificates, licenses and/or other documents required by the legislation for the provision of the Services in the Republic of Lithuania.

IV.D. Transfer of the service result

4.12. The Client undertakes to accept from the Supplier the results of the Services that comply with the Technical Specification and the requirements of the applicable legislation, regulations, standards, in accordance with the procedure and within the time limits set out in this Contract.

4.13. The Supplier shall transfer the results of the Services to the Client and the Client shall accept the results of the Services by signing an Act of acceptance of the Services, whereby the Client confirms that it has accepted the results of the Services, and the Supplier confirms that it has transferred them. The Client shall sign the Act of acceptance within 5 (five) working days of the Supplier's request or shall provide in writing the reasons for refusal to sign the Act of acceptance and shall set a reasonable time limit for the elimination of inconsistencies and deficiencies, without extending the time limit set out in clause **Klaida! Nerastas nuorodos šaltinis.** of the Contract. If the Client informs the Supplier of the refusal to sign the Act of acceptance of the Services provided in accordance with the procedure laid down in the Contract and gives reasons, the Supplier shall not be entitled to unilaterally sign the Act of acceptance of the Services provided and shall be obliged to correct the discrepancies and deficiencies indicated by the Client within the time limit set by the Client. The Supplier undertakes to provide the Client with all the documentation referred to in this clause of the Contract in electronic format, signed by a secure electronic signature.

4.14. The signing of the an Act of acceptance of the Services shall not relieve the Supplier of its liability for the Services rendered in poor quality and of its obligation to rectify any identified deficiencies and/or inaccuracies in the Services rendered, or to compensate the Client for any losses incurred as a result.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Client undertakes:

5.1.1. Provide the Supplier with any information and/or documents in its possession which may be necessary for the performance of the Contract.

5.1.2. To pay for the Services provided on time, properly and with quality, in accordance with the terms and conditions set out in the Contract, in accordance with the billing documents provided.

5.1.3. In the event of termination of the Contract through no fault of the Supplier, to reimburse the Supplier for its reasonable costs incurred in terminating the Contract.

5.1.4. Immediately eliminate circumstances that prevent the Supplier from delivering the Services specified in the Contract if these circumstances are within the Client's control.

5.2. The Client has the right to:

5.2.1. Issue instructions and provide additional documents to ensure the prompt and efficient provision of the Services.

5.2.2. To check the progress and quality of the Services provided, without interfering in the Supplier's business activities.

5.2.3. Not to pay for Services provided in poor quality, or, in the event of deficiencies, errors and/or inaccuracies, to suspend the provision of Services until the deficiencies, errors and/or inaccuracies have been corrected.

5.3. The Supplier undertakes to:

5.3.1. To provide the Services to the Client in accordance with the Contract and the Client's instructions and documents, at its own risk and expense, as diligently and efficiently as possible, including but not limited to the provision of the Services in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge.

5.3.2. Ensure that the Services are provided in accordance with applicable law.

5.3.3. Be responsible for providing the material resources necessary for the performance of the Services and be liable for any poor quality of the Services.

5.3.4. Replace a subcontractor or specialist if it is found not to meet the requirements of the procurement documents.

5.3.5. Immediately inform (warn) the Client in writing of the circumstances that prevent the proper and timely performance of the Contract and provide documentation substantiating the circumstances indicated by the Supplier no later than within 20 (twenty) working days from the occurrence of the circumstances.

5.3.6. Comply with the lawful instructions of the Client in connection with the performance of the Contract. If the Supplier considers that the Client's instructions exceed the requirements of the Contract, it shall notify the Client within 5 (five) days of receipt of such instructions.

5.3.7. At the Client's request, remedy at its own expense any deficiencies in the provision of the Services and indemnify the Client against any loss incurred by the Client as a result.

5.3.8. To comply with these Environmental Requirements in the provision of the Services and to provide information and/or documents at the request of the Client to demonstrate the Supplier's compliance with the Environmental Requirements:

5.3.8.1. reduce paper consumption, avoid unnecessary copying and printing of documents, and submit prepared documents to the Client only in electronic format and sign them with an electronic signature. Where printing is necessary, recycled paper shall be used which complies with the requirements for green procurement as approved by the Order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011 "On the Approval of the List of Products for which Environmental Criteria are Applicable to the Public Procurement, the List of the Environmental Criteria and the Description of the Procedures of the Application of Environmental Criteria to be Applied by Contracting Organizations in the Procurement of Goods, Services and Works".

5.3.8.2. to ensure that the provision of the Service does not pollute the environment or endanger health.

5.3.8.3. use only energy-efficient light sources for lighting.

5.3.9. [if the Contract is concluded with a Foreign Supplier: no later than 10 (ten) working days after the signing of the Contract, submit to the Client the certificate (document) of recognition of the Supplier's specialist right referred to in clause of the Tender Conditions;]

5.3.10. fulfil any other obligations set out in the Technical Specification and/or in legal acts.

5.4. The Supplier shall have the right to refuse to perform the Contract if the Client fails to remedy the circumstances beyond the Client's control, as specified in the Supplier's notice, which prevent the proper performance of the Contract.

VI. PAYMENT PROCEDURE

VI.A. General payment procedure

6.1. The Client shall pay the Supplier for the duly rendered result of the Services within 30 (thirty) calendar days from the date of receipt of the VAT invoice by the Client.

6.2. The VAT invoice shall be submitted by the Supplier to the Client using the SABIS information system. Electronic invoices complying with the European Standard for Electronic Invoices may be submitted by electronic means chosen by the Supplier. If the Supplier submits a VAT invoice by any other means or means, except in the cases referred to in Article 22(12) of the Law on Public Procurement, it shall be deemed that the VAT invoice has not been submitted to the Client.

6.3. In cases of delays in budgetary funding, payments may be postponed for the period of the delay, up to a maximum of sixty (60) days.

6.4. The Client shall be entitled to withhold and/or deduct from amounts payable to the Supplier under this Contract, without prior notice to the Supplier, any and all amounts of damages and/or liquidated damages (interest, penalties, fines, etc.) payable by the Supplier to the Client, i.e. by unilaterally including a unilateral counterclaim by the Client in respect of the relevant amount. The Client shall inform the Supplier about the performed offset.

6.5. The Client shall have the right, by written notice to the Supplier, to suspend payments due to the Supplier under the Contract if the Supplier fails to perform or improperly performs its obligations under Section VIII of the Contract, " Ensuring compliance with the terms of the contract", until such time as such obligations have been duly performed.

VI.B. Conditions for direct payment to subcontractors

6.6. There is no direct payment to the economic operators on whose capacity the Supplier relies, except subcontractors.

6.6.1. If the Supplier uses sub-Suppliers for the performance of the Contract, the Client shall inform the subcontractors in writing of the possibility of direct payment no later than 3 (three) working days after the signature of the Contract (if the subcontractors are known), or upon receipt of the information on the use of the subcontractors from the Supplier, and the subcontractor shall submit a written request to the Client for the execution of the direct payment to make use of the direct payment. A tripartite direct settlement Contract may be signed between the Client, the Supplier and the subcontractor describing the procedure for direct settlement with the subcontractor.

6.6.2. The subcontractor, after the conclusion of the tripartite Contract, to exercise the direct settlement option, shall submit the settlement documents to the Client in accordance with the procedure and within the time limits set out in the tripartite Contract.

6.6.3. Direct payment to the subcontractor can only be made after the subcontractor has provided the entire portion of Services assigned to them and has submitted the payment documents specified in Section VI of the Contract "Payment Procedure" to the Client, and the Client accepts the payment documents. An advance payment cannot be made to the subcontractor.

6.7. In the event of a dispute between the Supplier and the subcontractor, they shall resolve the dispute independently, without the participation of the Client.

6.8. The amounts paid to the subcontractor shall be reduced by the amounts payable to the Supplier.

VII. PARTIES' LIABILITY

7.1. The Supplier shall be fully liable for any damage caused to third parties and their property during the provision of the Services under the Contract.

7.2. If the Supplier fails to deliver the Services within the time specified in the Contract, they undertake to pay the Client a penalty of 0.03% (zero and three-hundredths of a percent), but not less than 100 (one hundred) EUR for each delayed calendar day, based on the initial Contract value (excluding VAT), and compensate the Client for any losses incurred as a result, which are not covered by the aforementioned penalties. The penalties agreed upon in advance by the Parties and established in the Contract are considered minimal, pre-established, undisputable, and do not

require further proof of the Client's losses due to the other Party's breach of the relevant Contract term, which the affected Party does not need to prove. The penalties are deducted from the amount payable to the Supplier under the Main Contract (excluding VAT), upon the Supplier submitting the VAT invoice for the Services provided. The penalty amount is calculated for the period presented for payment. The Client shall inform the Supplier in writing about the offset made.

7.3. During the performance of the Contract, the Supplier undertakes to correct any deficiencies, errors, and/or inaccuracies in the Services at their own expense. The Supplier's obligation to correct any deficiencies, errors, and/or inaccuracies in the Services at their own expense within a reasonable time set by the Client does not negate the Supplier's obligation to pay the penalties specified in Clause 7.2 of the Contract.

7.4. If the Supplier fails to correct inaccuracies, non-compliance with legal acts, the Technical Specification, and/or other deficiencies within the time set by the Client, the Client may apply a penalty of 100 EUR (one hundred euros) for each delayed calendar day, and the Supplier undertakes to compensate the calculated penalties. Additionally, the Client has the right, without separate notice to the Supplier, to engage third parties to eliminate the identified deficiencies, non-compliance, and/or inaccuracies, and reduce the amounts payable to the Supplier under the Contract by the costs incurred. The Client may also demand reimbursement of expenses and other losses incurred as a result. The Supplier undertakes to cover all costs and other losses incurred by the Client related to the elimination of deficiencies and/or inaccuracies.

7.5. If the Supplier fails to comply with the requirements set out in Section XII of the Contract, the Supplier shall be liable to pay to the Client a penalty of 10% (ten percent) of the Initial Contract Value.

7.6. The total amount of penalties applied to a Party under the Contract is limited to 20% (twenty percent) of the initial Contract value, excluding VAT.

7.7. If the Client unjustifiably delays payment for the Services provided in accordance with the procedure and deadlines established in the Contract, the Client shall pay the Supplier interest on the outstanding amount for each delayed day, at the rate specified by the Law of the Republic of Lithuania on the Prevention of Payment Delays in Commercial Contracts.

7.8. If the Supplier fails to perform or improperly performs the obligations under this Contract, which are secured by the performance guarantee or in the cases specified in Clauses 12.1–12.2 of the Contract, the Client has the right to use the performance guarantee provided to secure the fulfillment of the Contract.

VIII. ENSURING COMPLIANCE WITH THE TERMS OF THE CONTRACT

8.1. The Supplier must, at their own expense, submit a performance guarantee for the fulfillment of the Contract terms within 10 (ten) business days from the date of signing the Contract. The performance guarantee must be no less than 10% (ten percent) of the Contract price in EUR, excluding VAT, for the provision of the Services. The performance guarantee must remain valid during the period of providing the Services specified in Clause 2.1 of the Contract and for 1 (one) month after the signing of Act of acceptance of the Services. If the Supplier fails to submit the performance guarantee within the period specified in this clause, it will be considered that the Supplier has declined to conclude the Contract.

8.2. The following conditions apply to the performance guarantee for the fulfillment of the Contract terms:

8.2.1. The performance of the Contract shall be secured by a guarantee from a bank or other credit institution or by a guarantee issued by the Supplier² by depositing funds in the Client's bank account in accordance with the form set out in the Annex to the Client's Specific Tender Conditions [insert].

8.2.2. Subject matter of the Contract: any breach, partial or total non-performance or improper performance of the Supplier's obligations under the Contract and its Annexes.

8.2.3. Guarantor - a bank or other credit institution or the Supplier (if the Supplier provides its own guarantee).

² Art.6.93(1) CC.

8.2.4. If the Supplier provides a guarantee issued by the Supplier, the Supplier shall provide evidence that it has deposited the funds in a bank account specified by the Client together with this guarantee.

8.2.5. The documents referred to in this Section of the Contract to be submitted by a bank or other credit institution must be issued by: (a) a bank licensed in the European Union; or (b) a bank from a third country, which, at the date of issue of the document, must have an investment grade rating of at least 'A-' by Standard & Poor's, 'A-' by Fitch, 'A3' or equivalent by at least one international rating agency, and must be rated by the bank or other credit institution that issued the document or by the group of companies of which it is part.

8.2.6. During the term of the Contract, prior to the expiration of the performance guarantee, the Supplier must submit a new performance guarantee document to the Client no later than 10 (ten) business days before the expiration of the current guarantee, valid for at least 1 (one) month after the signing of the Act of acceptance of the Services.

8.2.7. If the Client uses the performance guarantee, the Supplier must submit a new performance guarantee document within 10 (ten) business days.

8.2.8. If the Supplier fails to submit an updated or extended performance guarantee to the Client within the term specified in this Contract, the Client shall withhold an amount from the sums payable to the Supplier, as specified in Clause 8.1 of the Contract, which will become the performance guarantee – a deposit. In such case, all the conditions of Section VIII of the Contract shall apply to the withheld amount (deposit).

IX. INTELLECTUAL PROPERTY RIGHTS

9.1. All intellectual results and related rights to the result of the Services, or parts thereof, obtained in the performance of the Contract, including copyrights and other intellectual industrial property rights, shall be the property of the Client and shall pass to the Client from the moment of transfer of the result of the Services provided by the Supplier, without any limitation, and may be used, published, assigned or transferred without the Supplier's separate consent to third parties, in perpetuity and without any limitation, without any additional charges.

9.2. The Supplier shall indemnify the Client against any claims by third parties arising from the use of intellectual property (for example, copyrights, patents, licenses, drawings, models, trademarks, etc.).

X. CONFIDENTIALITY

10.1. The Parties undertake not to disclose to third parties any information about the terms and conditions of this Contract and any other information about the Parties to the Contract beyond what is necessary for the proper performance of the Contract, except as required by the legislation of the Republic of Lithuania.

10.2. The Supplier shall ensure that the processing of data of natural persons is in accordance with the requirements of the provisions 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 (General Data Protection Regulation).

10.3. If, in the performance of the Contract, the Parties have received from the other Party information which is a trade secret or other confidential information, the latter shall not be entitled to disclose such information to third parties without the consent of the other Party, except where required to do so under the legislation of the Republic of Lithuania.

10.4. The Supplier must sign a separate Confidentiality Contract (Annex 1 to the Contract), which may contain other provisions governing confidential information if provided for in the Procurement Documents or required by the Client.

XI. FORCE MAJEURE

11.1. The Parties are fully or partially relieved from the obligations under this Contract or its parts if this occurs due to a force majeure event that arises after the signing of this Contract. The

force majeure shall be proved by the Party which is in default or is no longer able to perform its obligations under the Contract.

11.2. The circumstances of force majeure must be confirmed in accordance with the procedure established by the Civil Code of the Republic of Lithuania, the Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996 "On the Approval of the Rules of Exemption from Liability in the Event of Force Majeure", and the Resolution of the Government of the Republic of Lithuania No. 222 of 13 March 1997 "On the Approval of the Procedure of the Issue of the Certificates of the Force Majeure Circumstances", and the legal acts that replace these.

11.3. In the case of force majeure, the Parties shall agree on the additional compensation for the incurred losses and the extension of the Service delivery deadlines by mutual agreement.

XII. SUBCONTRACTORS. SPECIALISTS. PROCEDURES FOR THEIR REPLACEMENT

12.1. The Supplier shall be liable for all obligations under the Contract, whether third parties, including subcontractors, are used to perform them.

12.2. The Supplier undertakes to ensure that the Contract will be performed by subcontractors and/or specialists who were proposed in the procurement and meet the qualifications and other requirements specified in the procurement documents.

12.3. The list of subcontractors to be used for the performance of the Contract and the share of the contractual obligations to be transferred shall be specified in Annex 2 to the Contract **[list the subcontractors indicated in the Supplier's proposal, if any, write "none" in the table]**.

12.4. The Supplier undertakes to notify the Client's representative of the subcontractors' contact details, their representatives, and the subcontractors' confirmations that they have been informed about the possibility of direct payment under this Contract within 10 (ten) business days from the date of signing the Contract.

12.5. Specialists engaged for the performance of the Contract, whose qualifications were relied upon during the procurement, shall be specified in Annex No. 3 of the Contract. **[list the specialists specified in the Supplier's proposal for qualification purposes]**.

12.6. During the term of the Contract, substitution of subcontractors among the subcontractors provided for in the Contract, the transfer of a larger (smaller) part of the Services than agreed to another subcontractor provided for in the Contract, the use of additional subcontractors, or the withdrawal of subcontractors provided for in the Contract shall only be possible with written notice to the Client and with the confirmation of the subcontractors that they have been informed of the possibility of direct payment under this Contract.

12.7. If during the term of the Contract the Supplier intends to change the subcontractors provided for in the Contract, to transfer a larger (smaller) part of the Services than agreed to another subcontractor provided for in the Contract, to use additional subcontractors, or to withdraw from the subcontractors provided for in the Contract, the Supplier's qualifications, together with the qualifications of its subcontractors, shall not be less than the qualifications required in the Contract documents. The qualifications of the new subcontractor and/or sub-subcontractor shall be at least as good as those required in the contract documents. The Supplier must provide evidence of the new subcontractor's qualifications and of the absence of grounds for exclusion. If the subcontractor does not meet the qualification requirements or meets at least one of the grounds for exclusion set out in the procurement documents, the Supplier must replace the subcontractor with a compliant subcontractor within 5 working days.

12.8. The Supplier shall be entitled to replace the Supplier's specialist named in the tender, who was subject to the qualification requirements in the Specific Tender Conditions, only if all the following conditions are met: (i) the Supplier submits to the Client a reasoned written request for the replacement of the specialist at least ten (10) days prior to the desired date of the replacement of the specialist (the deadline for submitting the request may be shorter only in the event of the illness or death of the specialist planned to be replaced); (ii) In the request, the Supplier specifies another specialist they propose to replace the specialist originally indicated in the proposal during the procurement; (iii) the Supplier submits with the request all documents justifying the new professional's compliance with the personnel qualifications set out in the Specific Tender Conditions; (iv) The Supplier obtains the Client's written consent to replace the specialist with the new specialist specified by the Supplier. Once all the conditions specified in this clause are met, an Agreement on the replacement of the specialist is signed.

12.9. If the Supplier wishes to appoint an additional (new) specialist for the performance of the Contract, the Supplier must first demonstrate to the Client the reliability and capability of the specialist to perform the assigned functions, provide documents supporting the specialist's qualifications, and obtain the Client's written consent to the use of the selected specialist for the performance of the Contract. The newly appointed specialist must meet all the qualification requirements of the Conditions of Tender for the relevant category for which the additional (new) specialist is being used.

12.10. The Client shall have the right to initiate the replacement of a Supplier's team member who is not performing his/her duties under the Contract in a satisfactory manner, stating the reasons for such request.

XIII. TERMINATION OF THE CONTRACT

13.1. The Client may, by giving 30 (thirty) calendar days' written notice, terminate the Contract unilaterally and claim damages if the Supplier(s):

13.1.1. Fails to commence performance of the Contract on time or performs the Services so slowly that completion by the due date becomes manifestly impossible.

13.1.2. Delays of more than 2 (two) months.

13.1.3. The amount of applied penalties reaches or exceeds 20 % (twenty percent) of the initial Contract value, excluding VAT.

13.1.4. The services are provided poorly, or the Supplier fails to correct the deficiencies in the services within the specified deadlines, or the deficiencies are substantial, and the Supplier is unable to complete the service delivery without significant deficiencies or substantial losses to the Client.

13.1.5. Fails to comply with the requirements set out in Section VIII of the Contract, "Ensuring compliance with the terms of the contract", except in the cases set out in Clause 13.2.3.

13.1.6. In other cases, provided for by law.

13.2. The Client may unilaterally terminate the Contract without prior notice and claim damages if the Supplier:

13.2.1. The Supplier becomes insolvent, has a restructuring or bankruptcy case initiated, or liquidation procedures have been initiated or started, or its assets are managed by a court or bankruptcy administrator, or its activities are suspended or restricted, or its situation under the laws of the country where it is registered is similar, or it has entered into a settlement agreement with creditors (an agreement between the Supplier and creditors to continue the Supplier's activities, with the Supplier assuming certain obligations and creditors agreeing to defer, reduce, or waive their claims), and fails to provide the Client with sufficient evidence that it will be able to properly fulfill the Contract and does not correct the breach after receiving the Client's claim; when such conditions apply to the Supplier's joint venture partner or Entity on which the Supplier relies, and the Parties do not agree on replacing such a person with another under the terms of the Contract, and there is no evidence that the Supplier will be able to continue fulfilling the obligations under the Contract properly.

13.2.2. entered into a Contract that impermissibly restricts competition in order to conclude the Contract with the Client;

13.2.3. The Supplier fails to submit the mandatory insurances or guarantees required by the Contract within the specified deadlines or fails to extend (renew) their validity on time (if applicable).

13.2.4. The Supplier, its subcontractors and/or specialists no longer meet the qualification requirements set out in the Procurement Documents at the time of performance of the Contract.

13.2.5. The entity providing the guarantee is unable to fulfill its obligations, and the Supplier has not submitted a new guarantee within 10 (ten) days under the same conditions as the previous one.

13.2.6. It becomes evident that the Supplier should have been excluded from the Procurement procedure according to Article 46, Part 1 of the Public Procurement Law, or due to other grounds for exclusion specified in the Procurement documents.

13.3. If the Client terminates the Contract based on Clauses 13.1-13.2, the Client shall pay for the Services properly provided before the termination of the Contract according to the submitted and mutually agreed payment documents, in accordance with the procedure established in Section VI of the Contract. The Supplier must also compensate the Client for all expenses incurred due to the termination of this Contract, related to the completion of the Services specified in the Contract, and compensate for the losses incurred due to the termination of the Contract. If the Contract is

terminated based on the grounds set forth in Clauses 13.1-13.2 (except for the ground specified in Clause 13.2.1), the Supplier must, no later than 5 (five) business days from the date of the Client's request, pay a fine of 10 % (ten percent) of the value of the unperformed part of the Contract, excluding VAT. Such a fine is considered the Client's minimum damages, which do not need to be proven. If the fine does not cover all the Client's incurred losses, the Supplier is obligated to compensate for all losses incurred due to the termination of this Contract.

13.4. The Client may unilaterally terminate the Contract without prior notice if the Government of the Republic of Lithuania makes a decision under the procedure established by the National Security of the Republic of Lithuania regarding the protection of important objects, confirming that the Contract does not align with national security interests. In such a case, settlements between the Parties as of the termination date of the Contract will be carried out according to the procedure established in Section VI of the Contract, "Payment Procedure."

13.5. The Contract is considered terminated in cases where the term set for providing the Services has expired and the Supplier has not provided all the Services according to the terms of the Contract, and the Client does not extend the validity of the Contract or the service delivery term, notifying the Supplier about this at least 10 (ten) days before the end of the term specified in the Contract for providing the Services.

13.6. If the Supplier terminates the Contract for unjustifiable reasons, they lose the right to claim the amount specified in the performance guarantee document. This amount is considered the Client's minimum losses and does not exempt the Supplier from the obligation to compensate all losses of the Client exceeding the amount specified in the performance guarantee document.

13.7. The Contract may be terminated at any time by mutual agreement of the Parties. In such case, settlements between the Parties on the date of termination shall be made in accordance with the procedure set out in Section VI of the Contract.

XIV. OTHER TERMS OF THE CONTRACT

14.1. In the performance of this Contract, the Parties shall be guided by the Civil Code of the Republic of Lithuania, the laws and regulations of the Republic of Lithuania, the procurement documents prepared by the Client and the Supplier's proposal submitted during the public procurement.

14.2. The Contract shall enter into force upon signature by the Parties and upon submission by the Supplier of the Contract performance guarantee referred to in clause **Klaida! Nerastas nuorodos šaltinis..** of the Contract and **[if the Contract is concluded with a Foreign Supplier: and the documents referred to in clause 0. of the Contract]** and shall remain in force until all contractual obligations have been fulfilled or the Contract has been terminated.

14.3. The Parties to the Contract communicate in Lithuanian, or if the Contract is concluded with a foreign supplier, in English. Any notifications, consents, and other information that a Party may provide under this Contract will be considered valid and duly delivered if personally presented to the other Party with confirmation of receipt, or sent by registered mail, post, or email (with receipt confirmation) to the addresses provided by the Party:

14.3.1. The Client, in accordance with Article 87(2)(12) of the Public Procurement Law, designates the responsible person(s) for the execution of the procurement contract **[insert responsible person(s)]**.

14.3.2. The Supplier's representative responsible for the performance of the Contract is **[name and surname]**, tel. **[telephone number]**, email **[email address]**.

14.4. The parties are obligated to immediately notify each other in writing about any changes to the addresses specified in the contract or the contact details and email addresses of the responsible persons listed in this section of the contract. If a party notifies in writing of a new address, from that moment on, notifications must be delivered to the new address. A party that fails to properly notify about such changes in a timely manner cannot raise objections regarding the actions of the other party, carried out in accordance with the contact details provided in the Contract.

14.5. During the term of the Contract, the terms and conditions of the Contract may be amended only in accordance with the procedures and in the cases set out in the Public Procurement Law of the Republic of Lithuania.

14.6. All disputes or disagreements arising shall be resolved through negotiations. If the parties do not reach an agreement, the disputes or disagreements shall be resolved in accordance

with the applicable laws of the Republic of Lithuania in the courts of the Republic of Lithuania, based on the location of the Client's registered office.

14.7. The Parties shall not assign to a third party any right of claim under this Contract without the written consent of the other Party.

14.8. The Contract shall be deemed to have been concluded when it is signed by the last Party with a qualified electronic signature.

14.9. In respect of anything not expressly provided for in this Contract, the Parties shall be bound by the applicable laws and regulations of the Republic of Lithuania.

14.10. The representatives of the Parties are aware that the data of the Parties and/or their representatives, other persons referred to in the Contract, necessary for the proper conclusion and performance of the Contract, are processed without their separate consent based on the performance of the Contract. Each Party (hereinafter referred to as the "Informing Party") undertakes to duly inform its employees of the processing of their personal data carried out by the other Party for the purposes of the conclusion and performance of this Contract by providing all the information referred to in Articles 13 or 14 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 ("General Data Protection Regulation"). If the informing Party does not have such information for the other Party, it must request the latter to provide the informing Party with all the information by email and the Party requested to provide the information must provide the information without undue delay. The informing Party must make the above information available to its employees by signature, must keep the information in accordance with the procedures laid down by law, and must make it available without delay upon request by the other Party.

14.11. The procurement documents and the offer submitted by the Supplier during the public procurement process are an integral part of this Contract.

XV. ANNEXES TO THE CONTRACT

15.1. Each Annex to this Contract shall form an integral part thereof.

15.1.1. Annex 1 - Non-disclosure of confidential information Contract.

15.1.2. Annex 2 - List of subcontractors.

15.1.3. Annex 3 - List of specialists.

Client:

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Supplier:

Represented by an authorised official