

POSTAL SERVICES CONTRACT

GENERAL PART

I. GENERAL PROVISIONS AND SUBJECT-MATTER OF THE CONTRACT

1.1. The present Postal Services Contract (hereinafter – the Contract) comprises the general part (hereinafter – the General Part) and the special part (hereinafter – the Special Part). The General Part is the present document, which is the composite and integral part of the Contract, setting forth the standard provisions of the Contract and the standard rights, obligations and responsibilities of the Buyer and the Supplier. The Special Part is a document setting forth individual and additional terms and conditions of the Contract.

1.2. In case of discrepancies between the General Part and the Special Part, the provisions of the Special Part shall apply.

1.3. If the Contract does not regulate certain conditions related to the services or adjusting information, the relevant provisions published on the website www.lietuvospaštas.lt shall apply.

1.4. The present Contract shall be concluded between the Contractor and the Client indicated in paragraph 1 of the Special Part, hereinafter collectively referred to as the Parties and individually as the Party.

1.5. The Contractor shall provide the Client with the collection, sorting, transportation, delivery, storage and related additional services specified on the website www.lietuvospaštas.lt (hereinafter – the Services), and the Client shall provide payment for the Services provided under the conditions, terms and procedures set forth in the Contract.

1.6. The definitions and explanations of the terms used in this Contract are provided on the website www.lietuvospaštas.lt.

II. RIGHTS AND DUTIES OF THE PARTIES

2.1. The Contractor shall be obliged:

2.1.1. To provide the Services in accordance with this Contract, legal acts regulating provision of the Services and the conditions specified on the website www.lietuvospaštas.lt;

2.1.2. To ensure that the Client is able to use the Contractor's self-service system, which is available at the website www.lietuvospaštas.lt (hereinafter – the self-service platform), provide the Client with access to the self-service platform according to data that identify the Client and allow him to log in to the self-service account and purchase the desired Service. The login data shall be linked to the data specified by the Client (e-mail address), and the Client shall be responsible for the accuracy and relevance of these data during the validity of the Contract;

2.1.3. To co-operate with the Client and provide, at his request, the information necessary for the performance of the Contract. In certain cases, to appoint a responsible employee to liaise with the Client and indicate his/her contact details in the self-service platform;

2.1.4. To inform the Client about the change of the price (rate) of the Services provided by the Contractor to the Client under this Contract no later than within 30 (thirty) calendar days prior to its entry into force, except in cases specified in the Contract, when the price (rate) of the Services is changed and applied without a separate notice to the Client, (1) to the e-mail address specified in the Special Part, or (2) through the media, including the website www.lietuvospaštas.lt, or (3) in the Contractor's self-service system. The Client may not be informed about the change of the price (rate) of additional services by a separate notice;

2.1.5. To inform the Client about the amendment of each document specified in the Contract and related to the provision of Services (Rules for the Provision of Services, etc.) no later than within 14 (fourteen) calendar days prior to its entry into force (1) to the e-mail address specified in the Special Part or (2) through the media, including the website www.lietuvospaštas.lt; or (3) on the Contractor's self-service system;

2.1.6. To inform the Client about the change of the Contractor's details specified in the Special Part within 5 (five) calendar days at the e-mail address specified in the Special Part or in the self-service account provided to him;

2.2. The Contractor shall have the right:

2.2.1. Not to accept and/or not to send prohibited items specified in the Universal Postal Convention and other legal acts, and on the website www.lietuvospaštas.lt, and consignments that do not meet the specified conditions;

2.2.2. To demand that the postal item be packed and addressed in accordance with the requirements of the documents and legal acts of the Universal Postal Union specified on the website www.lietuvospaštas.lt;

2.2.3. To determine and/or change the specification of a postal item, including, but not limited to, the requirements for items to be sent in postal consignments, the packaging of a postal item, the dimensions of a postal item, as well as other conditions and/or requirements related to the provision of the Services;

2.2.4. To unilaterally modify and/or supplement the terms of the Contract due to the changes in the legal acts in relation to the Services provided, changes in provision thereof, technical and/or production changes and similar reasons at any time at its own discretion, by notifying the Client thereof no later than 30 (thirty) calendar days in advance prior to the effective date (1) to the e-mail address specified in the Special Part or (2) through the media, including the website www.lietuvospaštas.lt or (3) in the Contractor's self-service system. Without the written agreement between the Parties, the amendments and/or supplementations shall be binding on the Parties from the date of their entry into force specified in the Contractor's notice, and if not specified – from the publication on the website www.lietuvospaštas.lt.

2.3. The Client shall be obliged:

2.3.1. To provide to the Contractor the postal item packaged in accordance with the postal item specification published on the website

www.lietuvospaštas.lt, including, but not limited to, the requirements for items sent in postal consignments, postal item packaging and postal item dimensions, and to comply with other requirements related to the provision of the Services;

2.3.2. Not to send prohibited items specified in the Universal Postal Convention and other legal acts, as well as on the website www.lietuvospaštas.lt;

2.3.3. Prior to signing the Contract, to familiarise with the data published on the website www.lietuvospaštas.lt (including but not limited to): the Rules for the provision of postal services to business customers and descriptions of the services provided. The Client's signature in this Contract shall also be considered as his confirmation that he has familiarised with the information and undertakes to follow it and comply with the conditions set forth therein;

2.3.4. To be responsible for the contents of the consignment and its proper preparation for shipment. If during the processing of consignments or delivery thereof, it is established that the consignment does not comply with the conditions specified in the Contract, such consignment may not be accepted or returned to the Client, in which case, the Client shall be obliged pay to the Contractor the shipping price and return fee equal to the shipping price;

2.3.5. To use the self-service platform, and consistently and unconditionally comply with the conditions and requirements specified in the Contract and self-service platform, accurately execute all self-service instructions, select the desired Service, clearly fill in shipment declarations and prepare all necessary documents, and send correct and accurate sender and recipient data and addresses;

2.3.6. To provide payment to the Contractor for the Services provided in accordance with the conditions, terms and procedures established in this Contract;

2.3.7. Within 2 (two) business days from the day of submission of the Contractor's request, to return to the Contractor the amounts of redemption fees erroneously transferred to the Client to the settlement account specified in the Contractor's request;

2.3.8. To co-operate with the Contractor and provide, at his request, the information necessary for the performance of the Contract. The responsible employee appointed by the Client to liaise with the Contractor and his/her contact details are specified in the Special Part;

2.3.9. To inform the Contractor at his e-mail address specified in the Special Part about the change of the Client's details specified in the Special Part within 5 (five) calendar days;

2.3.10. To inform the Contractor at the e-mail address specified in the Special Part about the change of the data specified in the Special Part on the *place (procedure) of collection (acceptance) and submission of postal items* no later than 10 (ten) business days before the effective date of the changes. Upon notification to the Contractor in the manner specified in this paragraph of the General Part, without additional written agreement between the

Parties, if the modification is agreed upon and accepted by the Contractor, the Parties shall follow and apply the modification specified in the Client's notice as of the effective date specified in the Client's notice.

2.4. The Client shall have the right:

2.4.1. To provide comments, requests and inquiries related to the Services provided;

2.4.2. In accordance with the procedure established by the Postal Law, to file a claim for damages for a lost postal item, and lost, missing or damaged sent items. The claim form and other related information are available on the website www.lietuvospaštas.lt.

III. PRICE OF SERVICES AND PAYMENT PROCEDURE

3.1. For the Services provided under this Contract, the Client shall pay to the Contractor the price of the Services valid on the day of provision of the Services, the amount of which is indicated on the website www.lietuvospaštas.lt, and which applies to business customers. The Client shall also provide payment the Contractor for the provision of the Service, which was not provided through no fault of the Contractor. The Client shall also pay to the Contractor the price (rate) of the respective service for the return/forwarding of the respective postal item, as well as the courier waiting time under the conditions specified on www.lietuvospaštas.lt.

3.2. Upon notification to the Client in the manner specified in the General Part, the Service price (rate) shall be changed without additional written agreement between the Parties, and the Client shall pay to the Contractor the changed Service price (rate) for the Services provided under the Contract as of the effective date of the changes indicated in the notice sent by e-mail or through media, including the website www.lietuvospaštas.lt, and if not specified – from the day of publication thereof on the website www.lietuvospaštas.lt. Regardless of whether the Client is informed about the change of the price (rate) of additional services by a separate notice, without additional written agreement between the Parties, the Client shall pay to the Contractor the price (rate) of additional services indicated on the website www.lietuvospaštas.lt, valid on the date of provision of such services and applicable to business customers.

3.3. The supply of services shall be subject to value added tax (hereinafter – VAT). In the event of amendment of the legal acts regulating taxation of the supply of the Services, where the respective Services are subject to a different fee upon modification of the Service VAT rate, without a separate written agreement between the Parties, the Client shall pay to the Contractor the price with the established VAT and/or other fee as of the effective date of the legal act introducing the VAT and/or other fee, including the amendment of the legal act and/or supplementation thereof. In this case, the Client shall not be separately notified about the change of the price of the Services.

3.4. The Contractor shall present to the Client a VAT invoice for the Services provided to the Client under this Contract during the previous calendar month before the 10th (tenth) day of each calendar month. The VAT invoice must be sent to the e-mail address specified in the Special Part (a paper VAT invoice shall not be provided).

3.5. The Client, who has not received a VAT invoice within the term specified in the Contract, must inform the Contractor thereof before the 15th (fifteenth) day of the calendar month to the e-mail address specified in the Special Part. If no inaccuracies have been identified in the VAT invoice submitted by the Contractor, the Client must notify the Contractor within 3 (three) business days at the e-mail address specified in the Special Part. The Client shall be obliged to pay the price of the Services provided and other payments provided for in this Contract in accordance with the conditions, terms and procedure set forth in this Contract, the amount of which he knows or can calculate, regardless of whether the Contractor delays or fails to present the relevant VAT invoice.

3.6. The Client shall be obliged to provide payment to the Contractor for the price of the Services provided under the Contract during the previous calendar month no later than the 20th (twentieth) day of each calendar month.

IV. LIABILITY OF THE PARTIES

4.1. The Contractor shall be liable for nonfeasance or misfeasance of its obligations in providing the Services under this Contract in accordance with the procedure and to the extent publicised on the website www.lietuvospastas.lt.

4.2. The Contractor shall not indemnify for the incurred indirect losses and lost income.

4.3. The Client shall indemnify the Contractor for all losses incurred due to nonfeasance or misfeasance of the Client's obligations set forth in this Contract.

4.4. If the Client fails to pay the price of the Services and/or other amounts payable under this Contract within the terms set forth in this Contract, fails to refund the erroneously paid redemption fees within the terms set forth in this Contract (if not set – within the terms indicated by the Contract), the Client shall pay to the Contractor the penalty charges in the amount of 0.05 % (five hundredths per cent) of the delayed amount for each day of delay. In the case of debt recovery, a debt administration fee may apply.

4.5. If the Client violates paragraph 2.3.2 of the General Part (obligation not to send prohibited items), regardless of the moment of identification of the violation (during the delivery of postal items or at any time after delivery), the Client shall compensate the Contractor for all costs within 3 (three) business days, including fines imposed for prohibited items found in a postal consignment, according to the invoice provided by the Contractor; the shipping fee shall not be refunded to the Client.

4.6. If the Client violates paragraph 8.3 of the General Part, the Client shall, for each identified case of violation (in the event that the Client declares in any form that he may resell the Contractor's services and/or intends to resell the Contractor's services, or indicates in any form that he may act as the Contractor's intermediary when providing services to a third party, for each such case of declaration and/or intention or indication, and in case the Client submits for the sending and/or delivery of third party postal items – for each case of submission of third party postal items), the Client shall pay a fine to the Contractor in the amount of 150 (one hundred fifty) euros. The Parties expressly confirm and agree that the fine set forth in this paragraph of the General Part is reasonable, corresponds to the extent of the infringement, and that its amount is reasonable and corresponds to the amount of the minimum damage caused to the Contractor by the Client.

4.7. In all cases, the Client who has violated the Contract must pay the penalties specified in the Contract no later than within the term specified in the Contractor's claim, or if the Contractor does not specify such term – within 3 (three) business days from the date of receipt of the Contractor's claim.

4.8. If the Client fails to pay the amount payable to the Contractor under this Contract and/or other agreements concluded with the Contractor (Service prices, penalties, etc.) or fails to fulfil any other obligation assumed, the Contractor shall have the right to suspend provision of the Services under this Contract by a notice to the Client. The provision of services under this Contract to the Client shall be resumed upon full settlement with the Contractor or after the proper fulfilment of obligations, providing, in certain cases, additional security for the fulfilment of obligations. If the Client commits the violation specified in this paragraph of the General Part, the Contractor shall have the right to terminate the Contract in accordance with the procedure set forth therein without first exercising the right to suspend the provision of Services under this Contract.

4.9. If the Client does not comply with the established requirements for the preparation and submission of the consignment items, the Contractor shall have the right to impose penalties in the amount of the delivery fee for each improperly prepared and/or submitted postal item.

4.10. The Parties agree that in the event of non-fulfilment or improper fulfilment of the obligation set forth in paragraphs 2.1.6 and 2.3.9 of the General Part (notification of change of details), the fulfilment of the obligation specified in the Contract using the last known details of the other Party shall be deemed to have been duly fulfilled.

4.11. The Contractor shall not be liable if he sends the information to the Client at the addresses and/or in the manner specified in the Contract, and the Client does not receive it or it is delayed through no fault of the Contractor.

4.12. If the data indicated in the information provided by the Client does not correspond to the actual data (number of consignments, weight, dimensions, etc.), regardless of the moment of detection of non-compliance (at the time of submission of postal items or at any time after their delivery), the Contractor shall have the right to unilaterally correct the submitted information – the Client shall be deemed to have transferred and the Contractor accepted the consignments with corrected data, unless the Client can prove otherwise – and to charge for the Services provided to the Client based on that data.

4.13. The Client shall be fully liable for security, confidentiality of the self-service login data held by the Client and for all actions performed using the self-service login data.

V. FORCE MAJEURE CIRCUMSTANCES

5.1. The Party shall be released from liability for the non-performance of the contract, if it can prove that such non-performance is due to the circumstances which the Party could neither control nor reasonably foresee at the time of conclusion of the contract and prevent occurrence of the said circumstances or the consequences thereof. The unavailability of products on the market, which are necessary for performance of the obligations, financial resources required by the Party to the Contract or infringement of obligations by the debtor's partners shall not be treated as force majeure circumstances.

5.2. Following assessment of the well-known risks related to the spread of communicable diseases and the measures taken to ensure the health of individuals, the Supplier shall provide the services taking into account binding decisions (acts) and recommendations of the state and municipal institutions, including other decisions (acts) adopted in the course of their implementation, which apply restrictions to the normal organisation of the activities of the contracting party. The Contractor may temporarily abstain from compliance with the terms and conditions of the Contract and shall be relieved of civil liability for such non-compliance (this shall not be considered as improper performance of the Contract), if it is caused by state and/or municipal decisions (acts) or circumstances arising in relation thereto or as a result thereof. Once these circumstances cease to exist, the services shall be provided under the terms and conditions set out in the contract.

5.3. The Parties shall understand force majeure circumstances as defined in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules of Release from Liability under Force Majeure Circumstances approved by Resolution No 840 of the Government of the Republic of Lithuania dated 15 July 1996 as far as the latter do not contradict the Civil Code of the Republic of Lithuania. When proving the force majeure circumstances, the Parties shall have the right to rely on the certificate issued in accordance with

Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 “On the Approval of the Procedure of the Issue of Certificates Testifying the Presence of Force Majeure Circumstances” or respective legal acts amending this Resolution, or other evidence or substantiated facts.

5.4. The Party requesting a release from liability shall notify the other Party of the force majeure circumstances in writing immediately but no later than within 10 (ten) business days of the day of the occurrence or discovery of existence of such circumstances, as well as communicate the expected term for the performance of obligations. The grounds for release of the Party of the liability shall occur at the moment of occurrence of the force majeure circumstances.

5.5. In the presence of the force majeure circumstances, the Parties shall be exempted from liability for the non-performance of the contractual obligations, misfeasance or nonfeasance thereof, and the term for performance of the obligations shall be extended. Where force majeure circumstances persist for more than 2 (two) months, either of the Parties shall have the right to unilaterally terminate the Contract, having notified the other Party in writing to that effect 5 (five) business days in advance. Upon termination of the Contract on this ground, the Parties shall be obliged no later than within 3 (three) business days of the date of termination of the Contract to settle accounts with each other and discharge other obligations provided for in the Contract.

VI. VALIDITY AND EXPIRATION OF THE CONTRACT

6.1. The Contract shall enter into force on the date specified in paragraph 3.1 of the Special Part and shall be valid indefinitely.

6.2. Upon the entry into force of this Contract, the agreement concluded between the Client and the Contractor before the date of entry into force of this Contract or a part thereof regarding the provision of Services shall be deemed null and void.

6.3. The Contract shall expire:

- 6.3.1. by a written agreement between the Parties;
- 6.3.2. on the initiative of one of the Parties, in an out-of-court procedure, by notifying the other Party thereof in writing not later than 30 (thirty) calendar days in advance;
- 6.3.3. on the initiative of one of the Parties, in an out-of-court procedure, if the other Party improperly performs or fails to fulfil its obligations assumed under this Contract, notifying the Party at fault thereof in writing not later than 14 (fourteen) calendar days in advance.

6.4. The Contractor shall have the right to unilaterally suspend provision of the Services under the Contract or terminate the Contract by notifying the Client in writing no later than 2 (two) business days in advance, if the Client violates paragraph 8.3 of the General Part. The Parties expressly agree that a breach of paragraph 8.3 of the General Part shall constitute a material breach of the Contract.

6.5. The Contractor shall have the right to unilaterally suspend provision of the Services under the Contract or terminate the Contract by notifying the Client in writing at least 2 (two) business days in advance, if the Client is subject to liquidation or bankruptcy proceedings or other circumstances become known to the Contractor, which provide sufficient grounds to believe that the Client is insolvent.

6.6. The Parties agree that if the suspension of the provision of the Services under this Contract lasts longer than 14 (fourteen) calendar days on the grounds specified in paragraph 4.8 of the General Part, the Contractor shall have the right to terminate this Contract unilaterally in an out-of-court procedure, without a separate notice to the Client.

6.7. The Contract shall be terminated without an additional notice to the other Party (i.e., it shall automatically expire) if, during the validity of the Contract, the Client does not use the services of the Contractor for more than 12 (twelve) consecutive months.

VII. PROCESSING OF PERSONAL DATA

7.1. The Parties agree that following transfer of the information required for the provision of postal services, the Contractor shall become an independent controller of the personal data required for the provision of postal services, and the Client shall in all cases remain the controller of personal data or other information, if any, sent in the postal items.

7.2. During the validity period of the Contract, the Client may transfer to the Contractor the personal data of the parties to the correspondence (name, surname, address, and in certain cases – workplace, position, telephone number, e-mail address, etc.) (hereinafter – the Data). In each case, the scope of the transmitted Data shall be determined by the Client.

7.3. The Client confirms that the Data have been collected and processed, including the transfer to the Contractor, lawfully, and the Data Subjects, whose Data are transferred to the Contractor, are informed in a due and timely manner about processing of their Data, including the transfer to the Contractor, and, where applicable, they have been provided with all the mandatory information required by the General Data Protection Regulation (EU) 2016/679.

7.4. The Client shall be responsible for the accuracy, completeness and correctness of the Data transferred to the Contractor. The Client understands that when he transfers the Data to the Contractor, the Client is the Data Controller, and therefore, he is responsible for choosing the appropriate method of data transmission and the technical, organisational and other security measures applied during the transfer of the Data to the Contractor.

7.5. Following the transfer of the Data, the Parties, acting as independent Data Controllers, shall agree to cooperate with each other and, if objectively necessary, to provide mutual assistance upon receipt of requests or

inquiries from the Data Subjects and/or competent authorities concerning the Data.

7.6. The Parties understand and confirm that, acting as two separate Data Controllers, they are independently responsible for the proper processing of the Data in accordance with the applicable legislation regulating protection of personal data.

VIII. FINAL PROVISIONS

8.1. The terms and conditions of the Contract, as well as any information disclosed by one Party to the other Party prior to the effective date of the Contract, including information on performance of the Contract, other than publicly available information, during the validity period of the Contract and after the termination thereof, shall be treated as confidential and shall not be publicly disclosed without a written consent of the other Party, except in cases established by the legal acts of the Republic of Lithuania.

8.2. The Client undertakes not to transfer and/or delegate the rights and/or duties related to this Contract without the prior written consent of the Contractor.

8.3. The Parties expressly agree that the present Contract shall not be construed as a subcontracting or intermediation contract. The Client, in compliance with the provisions of the Contract, shall acquire the Services under this Contract to meet his business needs, i.e., to send and/or deliver the Client's postal items to the recipients of postal items. It shall be forbidden to purchase the Services for the purpose of reselling them to the third parties.

8.4. By signing this Contract, the Client agrees that the Contractor or a person appointed by him shall contact the Client by post, telephone or e-mail to inform about the services and goods provided and/or planned to be provided by the Contractor and/or its subsidiary, to find out the Client's opinion about the services and goods, and provide news and advertising. By signing this Contract, the Client expressly agrees that the contact details provided (corporate name or name and surname, address, telephone number, e-mail address) may be used (using electronic communication services) and/or processed for the purpose of direct marketing. The Client shall have the right to refuse the use and/or processing for the above purpose by notifying the Contractor about it in writing.

8.5. All notices and other correspondence between the Parties under this Contract shall be done in writing, except in cases where specific provisions of the Contract allow provision in another form, and shall be deemed to have been duly delivered, if delivered in person or by registered mail to the addresses specified in the Contract, or sent to the fax numbers specified in the Contract upon receipt of confirmation of successful dispatch, or delivered to the e-mail addresses specified in the Contract. If the Parties expressly agree in the Contract on a particular method of provision of information, the information shall be deemed to have

been properly provided, if it is provided in that particular manner.

8.6. All amendments and supplementations to the Contract shall be made in writing and signed by both Parties, except in the cases expressly provided for in this Contract.

8.7. The annexes to the Contract referred to in paragraph 5.1 of the Special Part shall be the integral parts of the Contract. The documents used in accordance with the provisions of this Contract, as well as the specifications of postal items and the relevant conditions related to the provision of the Services, which the Parties must comply with during performance of the Contract, shall be published on the website www.lietuvospastas.lt. The Parties hereby agree that the recast versions of the documents published in this manner shall be complied with by the Parties during the implementation of the provisions of this Contract, regardless of whether the Client has been individually informed about their amendments.

8.8. The present Contract has been concluded, performed and interpreted in accordance with the law of the Republic of Lithuania. Any disputes or other disagreements arising from the Contract shall be settled by negotiations between the Parties. If the Parties fail to resolve the dispute or other disagreement arising from this Contract by mutual negotiations, it shall be transferred to be resolved in accordance with the law of the Republic of Lithuania in the court of the Republic of Lithuania according to the head office address of the Contractor.

8.9. The Parties hereby confirm that they are duly established and lawfully operating in accordance with the requirements of the legal acts of the country of their registered office, and the conclusion and performance of the Contract shall not be prejudicial to the international sanctions implemented in the Republic of Lithuania. The representatives of the Parties signing this Contract have been duly authorised to sign this Contract. The Parties hereby confirm that any form of corruption shall not be tolerated.

8.10. The present Contract is made in 2 (two) counterparts bearing equal legal standing, one to each of the Parties.