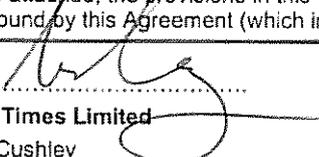
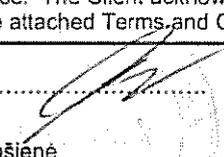


**FDI INTELLIGENCE DATABASE SUBSCRIPTION  
TERM SHEET (IPAs)**

No 1L-118

<b>PARTIES</b>	
<b>fDi</b>	<b>THE FINANCIAL TIMES LIMITED</b> trading under its trade name fDi Intelligence with its registered office at Number One Southwark Bridge, London SE1 9HL, UK
<b>CLIENT</b>	<b>Invest Lithuania</b> Jogailos g. 4, LT – 01116 Vilnius, Lithuania Registration code 124013427 VAT No LT240134219
<b>DATABASE</b>	
<b>fDi Markets Database</b>	No. of Users: 2
<b>fDi Benchmark Database</b>	No. of Modules: Global system No. of Users: 2
<b>Additional services included:</b>	Investor Signals: Yes
<b>FEES</b>	
	€23,000 per annum payable in advance within 30 days of the date of the invoice
<b>OTHER</b>	
<b>Start Date</b>	1 <sup>st</sup> October 2016
<b>Term</b>	The Term commences on the Start Date and shall continue until 30 <sup>th</sup> September 2017
<b>Relationship Managers</b>	fDi: Chris Knight/ Global Commercial Director/ +44 207 775 6718/ chris.knight@ft.com Client: Irma Saladuonyte/ Project Coordinator/ Irma.saladuonyte@investlithuania.com
<b>SPECIAL CONDITIONS (if applicable)</b>	
In the case of conflict or ambiguity between any provision contained in the Term Sheet and any provision contained in the Terms and Conditions attached, the provisions in this Term Sheet shall take precedence. The Client acknowledges that it has read and agrees to be bound by this Agreement (which includes this Term Sheet and the attached Terms and Conditions).	
<b>Signed by:</b>  <b>The Financial Times Limited</b> Name: Angus Cushley Position: Publishing Director, Inst Finance Date: 15-12-2015	<b>Signed by:</b>  <b>Invest Lithuania</b> Name: Jurgita Riepsienė Position: By attorney, Head of Administration and Finance division Date: 15-12-2015

## TERMS AND CONDITIONS

### 1 DEFINITIONS

1.1 These Terms and Conditions together with the Term Sheet form a legally binding agreement between the parties (the "Agreement"). In this Agreement, words and phrases have the meaning given to them in the Term Sheet and this Clause 1:

"Abstract" means a non-verbatim summary of an Extract or Extracts;

"Consultant" means a third party consultant providing services to the Client.

"Data Protection Legislation" means the UK Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended from time to time, and all other applicable privacy and data protection laws and regulations.

"Extract" means any data or information from the Database.

"IPRs" means all present and future copyright, moral rights, database rights, trade mark rights, trade secrets and all related rights and neighbouring rights and any other intellectual property rights of whatsoever nature throughout the world whether or not registered or capable of registration including all renewals and/or extensions thereof.

"Marks" means all trade marks, service marks, trade names, logos and other branding (whether registered or not) of fDi or its licensors.

"Personal Data" shall have the same meaning as under the UK Data Protection Act 1998.

"Privacy Policy" means fDi's current privacy policy available by clicking on the "Privacy Policy" link on the footer of each page of [www.fdiintelligence.com](http://www.fdiintelligence.com).

"Processing" shall have the same meaning as under the UK Data Protection Act 1998.

"Search Results" the search results obtained through the Client's use of the Database for research purposes.

"User" means the Client's staff who have been granted access to the Database by fDi in accordance with this Agreement, which the Client shall ensure shall be no more than the maximum number of users specified in the Term Sheet. With fDi's prior written consent, Users may include Consultants but fDi reserves the right to withdraw such consent at any time.

"User Data" means any data identifying a User.

1.2 The headings in this Agreement do not affect its interpretation. Unless the context otherwise requires words importing the singular shall include the plural and vice versa; the words "include" and "including" shall be construed as without limitation; and any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision. This Agreement negates and takes precedence over any Client terms and conditions.

### 2 ACCESS TO DATABASE

2.1 fDi shall provide the Users with online access to the Database.

2.2 The Client (including its Users) shall keep confidential and shall except as provided for in this Agreement not share with any third party any "PIN", "ID" or similar code (if applicable) that it is provided with to facilitate Users' access to the Database.

2.3 The Client shall be responsible for obtaining and maintaining all equipment needed to access and use the Database and all charges related thereto. The Client acknowledges that the speed of the Database will depend upon the Client's own terminals, connection to the Internet and the extent of the Client's use of the Internet.

### 3 USE OF DATABASE AND IPRs

3.1 Subject to the terms of this Agreement, fDi hereby grants to the Client a non-exclusive, non-transferable, non-sub-licensable licence to allow its Users to use the Database for the purposes set out in clause 3.2.

3.2 Subject to clauses 3.3 and 3.4, Users may access the Database and may:

3.2.1 print one or more hard copies of the Search Results provided that such copies may not be sold or distributed externally outside of the Client's organisation;

3.2.2 download Search Results provided that Client shall not at one time store more than 20% of the contents of the Database;

3.2.3 include Extracts and Abstracts in works produced by Client for internal redistribution within Client's organisation and external redistribution to third parties provided that such Extracts or Abstracts shall constitute no more than 30% of the entire contents of such works and shall not form the main subject of such works;

3.2.4 distribute (in hard copy or by email) reports produced by Users through the fDi Benchmark report function tool to potential investors provided the attribution and disclaimer wording contained in such reports is not removed or modified and that the information and data within the report is not altered or modified by the Client other than as permitted by the functionality of the fDi Benchmark database;

3.2.5 make reference to the Database as a source when making statements to the press; and

3.2.6 use the Database for other purposes only with fDi's prior written approval.

3.3 The Client shall ensure that:

3.3.1 any Consultants granted access to the Database comply with the restrictions on use set out in this Agreement and access the Database for the sole purpose of such Consultant providing advice to the Client. Client shall remain responsible and liable for use of the Database by its Consultants. On the withdrawal of fDi's consent to a Consultant's access to the Database, Client shall immediately notify the Consultant that they are no longer entitled to access or use the Database and ensure that the Consultant deletes all copies of content from the Database;

3.3.2 It uses all reasonable care and skill in the creation of any Extracts or Abstracts;

3.3.3 persons to whom Extracts or Abstracts are made available, are made aware that Extracts or Abstracts may not be copied, redistributed or modified in anyway and the following wording shall appear immediately below each publication:

3.3.3.1 of an Extract from fDi Markets "Source: fDi Markets, a service from The Financial Times Limited [Year]. All Rights Reserved.";

3.3.3.2 of an Extract from fDi Benchmark "Source: fDi Benchmark, a service from The Financial Times Limited [Year]. All Rights Reserved.";

3.3.3.3 of an Abstract from fDi Markets "this summary was produced by [Client name] using data provided by fDi Markets.";

3.3.3.4 of an Abstract from fDi Benchmark "this summary was produced by [Client name] using data provided by fDi Benchmark.".

3.4 Client shall not:

3.4.1 except as expressly permitted in this Agreement, copy, adapt, alter, abridge, modify, translate, archive, syndicate, sell, license, grant or purport to grant any rights in or otherwise make available the Database or Extracts;

3.4.2 use any content from the Database within any internal or external database or website or in a manner prejudicial to the reputation or interests of fDi or otherwise render it defamatory, inaccurate or illegal;

3.4.3 state or imply at any time that fDi promotes or endorses any specific regional investment, third party products or services (except to the extent that fDi does expressly endorse any specific regional investment, third party products or services); or

3.4.4 distort or misrepresent the substance of the Database or any part thereof.

3.5 Prior to providing Users with access to the Database, the Client shall ensure that all Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to the Database and notified to the Client. The Client shall only provide Users with access to the Database via the access method provided by fDi and shall not provide access to anyone other than a User.

3.6 fDi reserves complete freedom in the form and content of the Database and may add to, remove or edit the contents of the Database at any time on a permanent or temporary basis and with or without notice.

3.7 fDi reserves the right to monitor Database usage by all Users (in terms of volume, frequency or otherwise) during the Term of this Agreement for the purpose of (amongst others) ensuring compliance with the terms of this Agreement.

3.8 This Agreement does not constitute a sale of the Database or any part of it and except as expressly provided in this Agreement no rights or licences, express or implied, are hereby granted to the Client or its Users in respect of the Database. The Client acknowledges that as between itself and fDi, fDi (or its licensors) is throughout the world the owner of all IPRs subsisting in the Database. Nothing herein contained shall be construed so as to transfer any IPRs whatsoever in the Database to the Client or its Users.

3.9 The Client acknowledges and agrees that: (a) all use of fDi's Marks hereunder inures to the benefit of fDi; (b) fDi's Marks will remain the exclusive property of fDi; (c) nothing in this Agreement shall confer upon the Client any right of ownership in fDi's Marks; and (d) the Client shall not now or in the future contest the validity of fDi's Marks or take any action impairing the rights of fDi in its Marks.

3.10 The Client shall not remove, shrink or otherwise modify the copyright or any other proprietary notice or any branding or logo of fDi (or its licensors) contained in the Database.

3.11 In case of unauthorised use of the Database by the Client or a User, fDi reserves the right to deny access to the Database to the Client or any User by blocking without prior notification the IP address(es) of the Client or User which are used to access the Database.

### 4 USER DATA

4.1 The Client shall provide fDi with a list of Users to provide access to the Database. If applicable, fDi shall provide the Client with a "PIN", "ID" or similar code for the purpose of the Client or individual Users accessing the Database. The Client shall keep up-to-date records of any such codes issued to Users and the names of Users. The Client shall contact fDi if updates to any list of Users provided to fDi are required, including when Users cease to be employed or engaged by the Client.

4.2 The Client acknowledges that Users may be required to register with the Database. The Client agrees that both during and after the Term of this Agreement fDi shall be entitled to use and process any User Data provided to it by a User in accordance with: (a) that User's preferences; and (b) fDi's then current Privacy Policy. For the avoidance of doubt fDi shall not be restricted from using any non-identifying data it may receive as a result of Users using the Database.

4.3 The Client shall send any emails to Users that fDi may reasonably request and fDi reserves the right to send service messages directly to Users.

4.4 The Client authorises fDi to provide any User Data to any third party that fDi has engaged under contract for the purposes of assisting fDi in the maintenance and provision of access to the Database for its clients.

### 5 WARRANTIES AND LIABILITY

5.1 Each party warrants and represents to the other that it has the full power and authority to enter into this Agreement.

- 5.2 fDi warrants and represents to the Client that: (a) it has the right to grant the licence provided under this Agreement; and (b) it shall use reasonable care and skill in its provision of access to the Database to the Client under this Agreement.
- 5.3 Both parties will comply with all applicable Data Protection Legislation in connection with the Processing of Personal Data pursuant to this Agreement and will not do, or cause, or permit to be done, anything which may result in a breach by the other party of the same.
- 5.4 It is hereby agreed that except as expressly set out in this Agreement and to the extent permissible by law, all warranties, conditions, representations, terms or undertakings, express or implied, statutory or otherwise are hereby excluded, including but not limited to any related to the accuracy or completeness of the Database.
- 5.5 The Client acknowledges and agrees that the Database is provided "as is" and only for general information and use and is not intended to address particular requirements. In particular, the Database does not constitute any form of advice, recommendation, representation, endorsement or arrangement by fDi and is not intended to be relied on in making (or refraining from making) any specific investment or other decisions. Appropriate Independent advice should be obtained before making any such decision. Any information received through the Database, whether or not it is classified as "real time", may have ceased to be current at the time it is received.
- 5.6 The Client acknowledges and agrees that neither fDi nor its partners who have been involved in the creation, production or delivery of the Database shall be liable for: (a) any indirect, consequential, incidental or special loss or damages whatsoever or (b) for any loss of profits, revenues, income or goodwill or loss of data or anticipated savings arising from this Agreement, in each case whether reasonably foreseeable or actually foreseen and regardless of the cause of action.
- 5.7 fDi shall not have any liability to the Client to the extent such liability arises as a result of a breach of this Agreement by the Client or a breach of any terms of use of the Database by a User.
- 5.8 Neither party excludes or limits its liability for death or personal injury caused by its negligence, for fraud or for fraudulent misrepresentation or for any liability which can not be excluded or limited by law.
- 5.9 Without prejudice to fDi's right to payment of Fees owing and subject to clause 5.6, the aggregate liability of either party for any breach of this Agreement or any representation, statement, negligent act or omission arising under or in connection with this Agreement shall be limited to direct damages which in no event shall exceed 150% the aggregate amount of the Fees paid or (if greater) payable by the Client to fDi under this Agreement.
- 5.10 The Client agrees that the limitations and restrictions on liability in this Agreement are reasonable taking into account all of the circumstances in which it is entered into and that they represent terms forming part of a negotiated agreement.
- 5.11 The limitations on liability in Clause 5.9 shall not apply to any infringement of fDi's IPRs by the Client (including use of the Database outside the scope of this Agreement).
- 6 PAYMENT**
- 6.1 The Client shall pay the Fees as set out in the Term Sheet. If no payment term is specified on the invoice, fDi will require payment within 25 days of the date of the fDi invoice. For the avoidance of doubt, failure to fulfil timely payments shall constitute a material breach of this Agreement.
- 6.2 The Fees and all other charges are exclusive of value added tax (VAT) or any other sales or similar taxes which are or may be applicable. The Fee shall be paid to fDi in full without deduction of any taxes, withholding taxes, charges and other applicable duties which may be imposed. If the Client is required by law to make a set-off, deduction or withholding then it shall pay such additional amount to ensure that the net amount received by fDi is equal to the amount fDi would have been entitled to receive under this Agreement in the absence of any requirement to make such set-off, deduction or withholding. Client shall provide fDi with a valid tax certificate evidencing such amount withheld within 30 days of such set-off, deduction or withholding.
- 7 TERM AND TERMINATION**
- 7.1 This Agreement shall commence on the Start Date and will continue in force for the Term unless terminated earlier in accordance with this Agreement.
- 7.2 Either party may terminate this Agreement if: (a) the other party is in material or persistent breach of any of the terms of this Agreement and in the case of a breach capable of remedy having been notified of any such breach has failed to remedy the same within 14 days; or (b) the other party is dissolved or ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or passes a resolution for its winding up or a court of competent jurisdiction shall make an administration order or liquidation order or similar order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due or any analogous event occurs to the other party in any jurisdiction.
- 7.3 fDi may terminate this Agreement with immediate effect if Client (or any of its shareholders or directors or equivalent) becomes subject to any Sanction, or continuation of the Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.
- 7.4 On the termination or expiry of this Agreement the Client's and its Users' rights to access and use content from the Database shall immediately cease and the

Client shall notify its Users that they are no longer entitled to access or use the Database. Client shall delete all copies of content from the Database.

- 7.5 Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party. Termination of this Agreement shall not relieve the Client of its obligation to pay fDi any outstanding Fees.
- 7.6 In any circumstances where fDi is entitled to issue a notification of breach for the purposes of clause 7.2(a) or to terminate this Agreement, including occasions when the Client fails to pay outstanding fees due, fDi may elect by written notice to suspend its provision of access to the Database to the Client and permission to use or distribute any Extracts or Abstracts without any liability and without any suspension of the Client's payment obligations, until such time as fDi is satisfied that the breach is remedied or until fDi elects to exercise its right to terminate the Agreement.

**8 CONFIDENTIALITY**

Except as expressly permitted under this Agreement, each party agrees to keep confidential (both before, during and after the Term) the terms of this Agreement and all information, whether written or oral, concerning the business or affairs of the other (including information relating to the other party's customers or suppliers, financial information, projections, technology, product ideas, marketing plans or business plans) that it has received or obtained from the other or may receive or obtain from the other and shall not use the same without the prior written consent of the disclosing party for any purpose except as expressly permitted under this Agreement. This obligation will not apply to information which is in the public domain (other than as a result of a breach of any confidentiality obligation) or in the case of any disclosure required by law provided that Client shall use all reasonable endeavours and act in good faith to consult with fDi wherever practicable before disclosing such information. Each party agrees not to make any announcement regarding this Agreement or the activities associated with it without the prior written consent of the other party.

**9 FORCE MAJEURE**

With the exception of the Client's obligation to pay the Fees, neither party shall be liable for any failure to perform its obligations under this Agreement if such performance is hindered or prevented by any matter beyond the reasonable control of the party whose performance is hindered or prevented (including without limitation by reason of any failure, interruption, or degradation of any third party telecommunications network or system or hardware or the Internet or any part of it) (a "Force Majeure Event"). If a Force Majeure Event continues for more than one month then either party may immediately terminate this Agreement on written notice to the other (provided that the Force Majeure Event is still continuing on the date of that notice).

**10 GENERAL**

- 10.1 This Agreement does not confer any exclusive rights on the Client.
- 10.2 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.
- 10.3 No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 10.4 Any notice, consent or other communication required to be given hereunder shall be made in writing to the Relationship Manager (and when given by Client copied to fDi's General Counsel) at the address set out on the Term Sheet and shall be delivered by hand, courier or recorded delivery to the other party and shall be deemed to have been received (if delivered by hand) at the time of the delivery or (if sent by courier or recorded delivery) upon the date of receipt (as evidenced by signature of the receiving party's representative).
- 10.5 Nothing in this Agreement will be deemed to create a partnership, agency or joint venture between the parties.
- 10.6 This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral, and each party hereby acknowledges that no reliance is placed on any representation made by the other party before the Agreement date but not embodied in this Agreement.
- 10.7 If any provisions of this Agreement shall be held illegal or unenforceable by a court of competent jurisdiction then such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated thereby in which case this Agreement shall automatically terminate.
- 10.8 This Agreement may not be assigned, licensed, sub-licensed or otherwise transferred by the Client without the prior written consent of fDi.
- 10.9 No term of this Agreement shall be enforceable by a third party (including any User).
- 10.10 Notwithstanding the confidentiality provisions set out in Clause 8, fDi may disclose that the Client is a subscriber and may include the Client name on its websites and in any list of clients or marketing materials issued by fDi.

**11 DISPUTES AND GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts, provided that for the exclusive benefit of fDi, fDi retains the right to bring proceedings against the Client in the applicable courts of the Client's place of business.