Nr.2023/41-204

Software as a Service Contract

Order Form

This Order Form is subject to the Terms and Conditions and part of the Contract between Lietuvos Bankas , the Customer, and Teamtailor AB, a company incorporated and registered in Sweden with company number 556936-6668 and its registered office at Östgötagatan 16.

The definitions used in this Order Form are as defined in the Terms and Conditions.

Contract Details

Service (required)**:** Teamtailor 600-800 Employees

Subscription fee / year (required)**:** 10,000

Currency (required)**:** EUR

Standard price (required): 15,000

Payment terms (required)**:** 30 days

Discount % (applicable for the first Contract Period)**:** 33 **%**

Number of platforms: 1

Total: 10,000

Contract Period

This Contract commence on 20 September 2023 and the Initial Contract Period is **12 months**.

Termination shall take place in accordance with the provisions of the Terms and Conditions.

The Customer

Company name (required)**:** Lietuvos Bankas

Corporate ID number (required)**:** 188607684

Contact person (required)**:** A

Email: @lb.lt

Address (required)**:** Gedimino pr. 6, LT-01103 Vilnius , Lithuania

Postal code (required)**:** LT-01103

City (required)**:** Vilnius

Country(required)**:** LITHUANIA

Billing information

Email to accounts payable (required)**:** lb_saskaitos@lb.lt

Email for pdf invoice (required)**:** @lb.lt

VAT number (required for EU member states)**:** LT886076811

Cost centre / PO-number:

The Supplier

Contact person (required)**:** Léa Morales

Hubspot Deal-ID (required)**:** 1

Type of contract: Existing

Organization: Teamtailor AB

Corporate ID number: 556936-6668

Address: Östgötagatan 16

Postal code: 116 21

City: Stockholm

Countrycode: SE

Authorized Users

This is a complete list of all Authorized Users that have been authorized to use the Service during the Contract Period, subject to the provisions of the Contract. Granted rights are regulated in section 3 of the Contract. Any amendments to the below list must be approved by Teamtailor.

Company name	Corporate ID no.	Address & Jurisdiction	Own Account YES/NO
1.			

Terms and conditions

This Contract is made up of the following:

(a) The Order Form;

(b) The terms and conditions; and

(c) The following appendices:

Appendix 1 - Details of the service

Appendix 2 - Data Processing Agreement

Appendix 2A - Processing of Personal Data

Appendix 2B - Technical and Organizational Measures (TOMS)

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list. In the event Personal Data is involved, the Data Processing Agreement (Appendix 2) with appendices 2A-2B shall prevail.

Subject to the definitions stated below, the Customer and the Supplier are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

1. Definitions

In this Contract, the following terms shall have the following definition:

“Applicable Law” means the laws of Sweden and any law in force from time to time to which a party is subject in any jurisdiction that the Services are provided to or in respect of this Contract as applicable. Applicable Law shall also entail Data Protection Laws as defined below;

"**Authorized Representatives**" means a person authorized to enter into legally binding commitments on behalf of a Party;

"**Authorized Users**" means the companies (incl. its employees) as specified in the Order Form, and/or as approved by the Supplier in writing;

"**Confidential Information**" means all or any part of any commercial, financial, technical or operational information (including, but not limited to, all software (including source code), data, know-how, calculations, designs, drawings, methods, processes, systems, explanations and demonstrations), Personal Data and all other confidential information of whatever nature (in any form or medium) given or made available by one Party to the other Party in connection with the Contract;

"**Contract**" means these software as a service terms and conditions with appendices as attached and the Order Form;

"**Contract Period**" means the Initial Contract Period and/or a Renewal Period;

"**Customer**" means the Party, specified in the Order Form, purchasing the subscription of the Service. For the purpose of this Contract, Customer also entails Authorized Users;

"**Customer Support**" means the Supplier's customer support as described in clause 2.4;

"**Data Processing Agreement**" or “**DPA**” has the meaning as set out in Appendix 2;

"**Data Protection Laws**" means all laws and regulations applicable to the Processing of Personal Data in force from time to time to which a

party is subject in any jurisdiction that the Services are provided to or in respect of, including but not limited to the GDPR as amended, replaced or superseded from time to time;

“**GDPR**” means 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;

"**Initial Contract Period**" means the first Contract Period of this Contract;

"**Intellectual Property Rights**" means: (a) patents; (b) trademarks, trade names and logos; (c) copyright and any derivative works thereof, and other rights including software (object and source code); (d) registered and unregistered designs rights; (e) database rights, semiconductor topography rights; (f) internet domain names and applications and reservations thereof; and (g) all equitable rights relating to any of the foregoing;

“Order Form” means the document containing the order details and/or other written instructions in relation to the contract details, and that are part of and governed by the provisions of this Contract;

"**Personal Data**" means any information relating to an identified or identifiable natural person and/or any information that may be associated or connected to a given individual (a data subject). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. The term does not include data rendered anonymous in such a way that the data subject is not or no longer identifiable. For the purpose of this Contract Personal Data means any Personal Data transferred to, stored by, or in any other way processed by the Supplier on behalf of the Customer, pursuant to the Contract;

"Renewal Period" means the successive period of twelve (12) months of which the Contract is renewed;

"Service" means the service provided by the Supplier under this Contract, as described in section 2 below, and further in Appendix 1 hereto;

"**Subscription Fee**" means the fee charged for the Service for a Contract Period, including any add on purchases;

“Supplier” means Teamtailor AB, a company incorporated and registered in Sweden with company number 556936-6668;

“**Malware”** means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

2. Service and Customer Support

2.1. Teamtailor is an applicant tracking system and an employer branding platform provided by the Supplier available on app.teamtailor.com (http://app.teamtailor.com/).

2.2. The Service is available 24 hours a day, seven (7) days a week with exception for:

a. unscheduled downtime; and

b. planned downtime which shall, to the extent possible, be performed outside of Teamtailor’s normal business hours.

2.3. The Supplier shall perform maintenance promptly to limit any interruptions in the Service. The Customer can subscribe for service level updates on: https://status.teamtailor.com (https://status.teamtailor.com/).

2.4. Customer Support is available through: a) e-mail: support@teamtailor.com; and b) chat: www.teamtailor.com (http://www.teamtailor.com/)(or while logged into the app).

2.5. The Supplier shall be entitled to make necessary changes to the Customer Support. Any material changes shall be communicated by prior written notice one (1) month in advance.

3. Granted rights

3.1. Subject to the provisions of this Contract, the Supplier hereby grants to the Customer and any Authorized User a personal, non-exclusive, non-transferable right for its intended purpose and its own internal use, without the right to grant sublicenses to use the Service other than as stated in the provisions of this Contract. The Customer hereby agrees to such rights and shall at all times use the Service in accordance with the provisions of this Contract.

3.2. Subject to clause 3.1, the Customer shall have the right to add Authorized Users to the Customer's account in the Service. All Authorized Users shall be specified in the Order Form and/or approved by the Supplier in writing. The Customer agrees and warrants that it shall at all times remain liable for each Authorized User's use of the Services and shall ensure that the Authorized Users act in conformity of the provisions of this Contract.

3.3. The Customer shall prevent any unauthorized access to or use of the Service. In the event of any such unauthorized access or use is detected or suspected, the Customer shall promptly notify the Supplier.

4. Customer obligations

4.1. The Customer shall not access, store, distribute or transmit any Malware or any material or content during the course of its use of the Services that:

a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b. facilitates illegal activity;

c. depicts sexually explicit images;

d. promotes unlawful violence;

e. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability;

f. is otherwise illegal or causes damage or injury to any person or property; or

g. otherwise deemed inappropriate in the Supplier's determination.

4.2. The Customer shall:

a. provide the Supplier with all necessary cooperation in relation to this Contract;

b. without affecting its other obligations under this Contract, comply with all Applicable Laws and regulations with respect to its use of the Services under this Contract;

c. carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner; and

d. obtain and maintain all necessary third-party licenses, consents, and permissions necessary for the Customer, its contractors and agents in order for the Supplier to perform their obligations as requested by the Customer, as applicable.

4.3. The Customer shall not, directly or indirectly, except to the limited extent that Applicable Law prohibits its exclusion by agreement

between the Parties and except to the extent expressly permitted under this Contract:

a. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, or any software developed, trained or owned by or licensed to Supplier and which forms part of, or is used in the provision of the Services and the software;

b. access all or any part of the Services in order to build a product or service which competes with the Services;

c. attempt to copy, modify, duplicate, create derive works from, frame, mirror, republish, download, display, transmit, distribute all or any portion of the Services in any form or media or by any means; or

d. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorized Users of the Customer.

5. Supplier obligations

5.1. The Supplier undertakes that the Services will be performed with reasonable skill and care.

5.2. The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by the Customer’s use of the Services contrary to the provisions of this Contract or else written instructions as provided by the Supplier, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorized contractors or agents.

5.3. If the Services do not conform with the foregoing undertaking at clause 5.1, Supplier will, at its expense, use all reasonable commercial endeavors to promptly correct any such non-conformance, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, the Supplier:

a. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.4. This Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.

6. Changes to the Service

The Supplier may from time to time make any changes to the Service (including, without limitation, the design, look and feel, functionality, content, material, information and/or features provided via the Service) that is deemed necessary or useful to improve the Service or for any other reason. Such changes may include upgrades, bug fixes, patches, error corrections, modifications, enhancements, improvements and/or new features (collectively, “Updates”). The Supplier shall not intentionally make any changes to the Service that will materially adversely affect the features and/or functionality of the Service. If the Supplier make a change to the Service that has a material adverse effect on the Customer’s operations, the Customer may notify the Supplier in writing of the material adverse effect and shall be entitled to immediately upon written notice, terminate this Contract, if the Supplier do not cure this condition within thirty (30) days following receipt of the notice.

7. Intellectual Property Rights

7.1. The Supplier shall own and retain any and all right, title and interest in and to all Intellectual Property Rights in and to the Service (or any part thereof). The Customer's use of any such Intellectual Property Rights shall not affect the Suppliers' ownership thereof or give the Customer any right, title, or interest in such Intellectual Property Rights (or any part thereof).

7.2. Unless otherwise is expressly agreed in writing, neither Party has right to register any sign, trademark, product name, domain name, trade name or search word (or any designation for search engine or app store optimization) which is identical, similar or confusingly similar to any of the trademarks of the other Party.

7.3. Each Party shall, without delay, notify the other Party of any infringement or suspected infringement of the Service or any Intellectual Property Rights in the Service.

7.4. Neither Party shall be obliged to defend its Intellectual Property Rights. If the Party chooses to defend its rights, the other Party shall at its own expense and to a reasonable extent assist the defending Party. For the avoidance of doubt, the other Party shall not be obliged to incur any external legal costs in relation to such dispute, but shall only provide reasonable assistance from its own staff.

8. Personal Data

8.1. As applicable, the responsibilities between the Supplier and the Customer in matters relating to the handling of Personal Data pursuant to Article 28 of the GDPR and other applicable Data Protection Laws, are regulated in a Data Processing Agreement attached hereto as Appendix 2.

9. Subscription Fee and payment terms

9.1. The Service is provided by the Supplier for a Subscription Fee. The Customer shall pay the Subscription Fee set out in the Order Form.

9.2. Invoicing occurs yearly in advance for the applicable Contract Period. Applicable payment terms are stated in the Order Form. Interest on late payments shall be paid based on the National Bank of Sweden's reference rate with an addition of eight (8) percentage points. If the resulting interest rate is higher than the maximum allowed by mandatory legislation of the jurisdiction in which the payment is executed, the interest rate shall be reduced to the maximum allowed by such local legislation.

9.3. Each Party is responsible for the fees and other charges their bank or other electronic transfer system may add to the payment of the Subscription Fee.

9.4. All prices are exclusive of VAT and any other taxes. As applicable, the Customer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by mandatory law. If any such withholding or deduction is required, the Customer shall pay to the Supplier such additional amount as well as ensure that the Supplier receives the same total amount that it would have received if no such withholding or deduction had been required to be made.

9.5. The Supplier reserves the right to adjust the Customer's Subscription Fee for Renewal Periods from time to time. The adjusted Subscription Fee shall apply as of the start date of the upcoming Renewal Period. The Customer shall receive at least sixty (60) days prior written notice from the Supplier about such adjustment, and the Contract with the updated Subscription Fee shall be deemed to have been amended accordingly. If the Customer does not agree to the adjustment, either Party may elect to not renew this Contract in accordance with the provisions of this Contract. In the case of amended contract details during the Contract Period, the Supplier reserves the right to charge an additional Subscription Fee, as agreed upon.

10. Indemnity and limitation of liability

10.1. The Customer shall defend, indemnify and hold the Supplier harmless against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising out of or in connection with:

a) any infringement of any intellectual property right by the use or possession of information and material provided by or uploaded by the Customer to the Supplier and/or the Services;

b) any unlawful use of the Services in violation with the Customer obligations as set out in this Contract; or

c) the Customer's breach of the Confidentiality provisions of this Contract.

10.2. The Supplier shall defend, indemnify and hold the Customer harmless against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising out of or in connection with an allegation that your use of the Services in accordance with the provision of this Contract infringes the Intellectual Property Rights of a third party or the Supplier's breach of the Confidentiality provisions of this Contract. Notwithstanding the foregoing, in no event shall the Supplier have any obligations or liability arising from:

a) use of the Services in a modified form in combination with materials or software not furnished by the Supplier, and

b) any content, information or data provided by the Customer or the Customer's Authorized users, candidates or other third parties when using the Services.

10.3. A Party seeking indemnification hereunder shall:

a) promptly notify the other Party in writing of the claim;

b) provide the indemnifying Party with all reasonable cooperation in the defense and settlement of such claim; and

c) provide the indemnifying Party with sole authority to defend or settle the claim.

10.4. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SUPPLIER SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, REGARDLESS OF THE FORM OF ACTION THEREFORE, WHETER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, INCREASED EXPENSES, COST OF CAPITAL, OR THE CLAIMS OF THIRD PARTIES (EXCEPT FOR INDEMNIFICATION), HOWSOEVER CAUSED, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SUPPLIER'S TOTAL AGGREGATE LIABILITY TO THE CUSTOMER FOR DAMAGES, WHETHER IN CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY OR OTHERWISE, ARISING UNDER OR IN RELATION TO THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF FEES CHARGED BY THE SUPPLIER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

10.6. THE SUPPLIER'S LIABILITY UNDER THIS SECTION SHALL BE LIMITED TO A PERIOD OF THREE (3) MONTHS FOLLOWING THE TERMINATION OF THIS CONTRACT.

10.7. Notwithstanding the foregoing, nothing in this Contract shall limit any liability arising from:

a) gross negligence;

b) willful misconduct;

c) death or personal injury caused by the Supplier's negligence; or

d) fraud or fraudulent misrepresentation.

11. Third Party Services

The Supplier's Services may be integrated with third-party technology and services ("Third-Party Services"). In case Customer integrates and/or purchases such optional features by Third-Party Services in the Service, the Customer is solely responsible for any access to and use of Third-Party Services and are therefore advised to carefully read any terms and conditions and policies concerning the access to and use of Third Party Services. THE SUPPLIER IS NOT RESPONSIBLE FOR THE ACCURACY, AVAILABILITY OR RELIABILITY OF ANY INFORMATION, CONTENT, PRODUCTS, DATA, OPINIONS, ADVICE OR STATEMENTS MADE AVAILABLE IN CONNECTION WITH THE THIRD-PARTY SERVICES. AS SUCH, SUPPLIER WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH THIRD-PARTY SERVICES.

12. Confidentiality

12.1. Each Party may be given access to Confidential Information related to this Contract, a Party and/or its business from the other Party. During the Contract Term and for a period of three (3) years thereafter, the Parties undertake not to disclose any Confidential

Information to any third party or use such information, other than for the agreed purpose of fulfilling the duties according to this Contract. The Parties shall take all necessary precautions reasonably calculated to prevent an unauthorized disclosure or use of such Confidential Information.

12.2. This undertaking shall not apply to such information that:

a. through no fault of the Party which has acquired such information, is in or enters the public domain;

b. at the time of receipt was already known to the receiving Party without any obligation of confidentiality;

c. was received from a third party which was entitled to disclose it without restriction; or

d. the receiving Party is required to disclose by applicable compulsory law, order of court, or rules and regulations of any relevant regulatory body with jurisdiction over it (including any applicable stock exchange regulations), subject to reasonable prior consultation with the disclosing party.

12.3. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.4. This section supersedes all previous agreements, promises, assurances, warranties and understandings between the Parties, including any non-disclosure agreement entered into prior to the formation of this Contract.

13. Force Majeure

If a Party is prevented from fulfilling their obligations according to this Contract due to circumstances beyond the control of the Party, such as, by way of example but not limitation, lightning, fiber cuts or other interruptions in Internet connectivity, labor conflict, fire, burglary, modified governmental regulations, government intervention, as well as errors or delays in the services from subcontractors due to circumstances specified here, this shall constitute grounds for exemption that results in postponing the performance time and in the release from damages and any other potential consequences. If the performance under this Contract is affected by more than three (3) months due to circumstances beyond the control of a Party, each Party is entitled to withdraw from the Contract without compensation being required, provided that the other Party is notified of such an event.

14. Contract Period and termination

14.1. This Contract is valid during the Initial Contract Period as detailed in the Order Form, and renewed for successive periods of twelve (12) months (each a Renewal Period), unless otherwise terminated in accordance with this Contract.

14.2. Each Party has the right to elect not to renew this Contract by notifying the other Party in writing no later than one (1) month before the end of the relevant Contract Period. If neither party terminates or elects to not renew the Contract, the Contract shall continue to be valid for the coming Renewal Period.

14.3. Each Party is entitled to immediately terminate the Contract by giving written notice to the other Party if:

a. the other Party causes a material breach of any term of the Contract and does not remedy the breach within a period of thirty (30) days after being notified in writing to do so; or

b. the other Party causes a material breach of any term of the Contract which is irremediable; or

c. the other Party is subject to an application for bankruptcy proceedings, or enters into composition, or ceases to carry on business, or is wound up, or goes into liquidation.

14.4. The Supplier is entitled to immediately terminate the Contract by giving written notice to the Customer if the Customer violates the

terms of this Contract:

a. regarding the scope of Customer's rights as stated in section 3;

b. regarding the Customer’s obligations as stated in section 4;

c. regarding the Subscription Fee or other fees, if applicable, and payment terms and fails to take corrective action within thirty (30) days from the day of the payment reminder.

14.5. Termination under this section shall require written notification to the following contact persons:

a. the Supplier: support@teamtailor.com;

b. the Customer: the “Contact Person” as specified in the Order Form.

An email is considered delivered based on the date it is shown to have been sent to the other Party.

14.6. Upon termination in accordance with clauses 14.3 and 14.4, all licenses granted under this Contract shall immediately terminate and the Customer shall immediately cease all use of the Services. However, in the event of termination in accordance with 14.2, the Customer shall have the right to use the Service until the current Contract Period expires.

14.7. The Customer is entitled upon termination of the Contract Period to have its data delivered at no cost in any format as the Parties may agree. The Supplier undertakes to erase any copies of applications and data belonging to the Customer after such delivery. Any Personal Data should be removed and/or returned in accordance with the provisions of section 10 of the DPA.

15. Disputes and governing law

15.1. This Contract and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation, including but not limited to any contractual breach, termination or invalidity thereof (including non-contractual disputes and claims), shall be settled, governed by and construed in accordance with the laws of Sweden , without regards to principles of conflict laws.

15.2. Each Party irrevocably agrees that a court of competent jurisdiction within Sweden shall have exclusive right to settle any such dispute or claim.

15.3. Notwithstanding the foregoing, if local mandatory legislation that the Customer is subject to prohibits disputes arising from contracts executed locally from being resolved by foreign courts, any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof shall be determined by arbitration administered by the International Chamber of Commerce in accordance with its Arbitration Rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. The seat of arbitration and hearing shall be located in Sweden . The language used in the process shall be English. The laws of Sweden shall govern this Contract and any dispute regarding this Contract.

16. Audit

The Customer shall be entitled to, in connection with an audit undertaken under section 6 of the DPA, request the Supplier to provide information in order to demonstrate compliance with the obligations laid down in Applicable Law, this Contract, and relevant additional documentation as agreed upon. Such audit shall be subject to the limitations set out in section 6 of the DPA, and shall not, for the avoidance of doubt, entail a right to conduct more than one (1) audit per year.

17. Assignment rights

17.1. The Customer’s rights and obligations under this Contract may not be transferred or pledged without the prior written consent of the Supplier. The Supplier shall not unreasonably withhold such consent. Notwithstanding the foregoing, the Customer may transfer or

assign its rights and/or obligations under this Contract to such legal person, directly or indirectly, controlled by, the Customer, i.e., a subsidiary thereof.

18. Entire agreement

18.1. This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The provisions of this Contract shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

19. Variation

19.1. No amendment of this Contract shall be effective unless it is in writing and signed by Authorized Representatives of each Party.

Appendix 1 - Details of the Service

The Service is constantly developed and this appendix therefore includes the main features in the Services, at the date hereof (and which shall form part of the Services as a minimum), as follows:

- **Candidate reach**
  - Free and paid job boards
  - Social media integrations
  - Email campaigns
  - SEO
- **Convert candidates**
  - Career site
  - Campaign pages
  - Lead pages
  - Customized application forms
- **Applicant tracking**
  - Customized workflow
  - Drag and drop
  - Hiring teams
  - Internal chat
- **Candidate relationship**
  - Automated talent pools
  - Nurture campaigns
  - Candidate NPS
  - Easy apply
- **Communication**
  - Sms and email
  - Delayed emails
  - Candidate chat
  - Interview self scheduling
- **Analytics and reports**
  - Audience and recruitment
  - Candidate experience
  - Team activities
  - Export of data
- **Sourcing and referrals**

    - Employee referral system
    - Sourcing extension
    - Internal sharing of jobs
    - External recruiter access
- **Automation**
    - Triggers for tasks
    - Email campaigns
    - Schedule rejection emails
    - Tests and surveys
- **Mobile app**
    - Handle jobs
    - Communicate with candidates
    - Review and rate
    - Add notes
- **Compliance**
    - Ability to comply with GDPR provisions
    - Legal templates and customization to templates
    - Candidate data & privacy
    - Documentation
- **Support and onboarding**
    - Access to Support team
    - Guided by dedicated Customer Success Manager and/or digital onboarding
    - Free webinars
- **API and integrations**
    - HR systems
    - Test assessments
    - Developer-friendly API
    - Third party applications

Appendix 2 - Data Processing Agreement

This DPA is entered into by and between the Customer and the Supplier.

The Customer enters into the DPA on behalf of itself and, to the extent required under Data Protection Laws, in the name and on behalf of any affiliated entities using the Service under this Contract, if and to the extent the Supplier processes Personal Data for which such affiliated entity qualifies as the controller. For the purposes of this DPA, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Users.

1. Background

1.1. The Parties have entered into a Contract regarding the Supplier’s provision of a recruitment tool to the Customer, the Services, under which this DPA and its appendices forms an integrated part of. The Parties agree that the Customer is considered a controller and the Supplier a processor (or, as applicable, an agent of the Customer) in relation to the processing of Personal Data under this DPA in accordance with Data Protection Laws. Should any of the Customer’s Authorized Users, as specified in the Order Form of the Contract, be considered a processor under Data Protection Laws, the Customer is responsible for ensuring that necessary agreements are entered into and that adequate technical and organizational measures are taken into account.

1.2. For the avoidance of doubt, no sensitive Personal Data under art. 9 GDPR will be processed for the purpose of the Contract. In the event sensitive Personal Data would be collected through the Services, e.g. via available optional features, it is the responsibility of each Party to take necessary measurements to ensure data privacy and security in accordance with Data Protection Laws. The Supplier shall apply the technical and organizational measures as detailed in Appendix 2B.

2. Definitions

2.1. In addition to the definitions as provided in the Contract, the following terms shall have the meanings in the DPA as set out below:

“CCPA” means the California Consumer Privacy Act of 2018 and the California Consumer Privacy Act of 2020, including all laws and regulations implementing or supplementing CCPA and successor or modifying legislation;

“**Standard Contractual Clauses**” or "SCCs" means the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to regulation (EU) 2016/679 of the European Parliament of the Council, pursuant to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021;

“**Sub-processor**” means any third party engaged by the Supplier to process Personal Data on behalf of the Customer;

“**Third Country**” means a country outside the EU/EEA;

“TOMS” means the Supplier’s Technical and Organizational measures;

2.2. Terms used but not defined under this section 2 or elsewhere in this DPA, such as ”**processing**”, “**data subject**”, ”**personal data breach**” and ”**member state**” shall have the meaning as set out in the GDPR. The terms “**Commercial Purpose**”, “**Sell”**, “**Share**”, and “**Service Provider**” shall have the same meanings as in CCPA. “**Personal Data**” shall be synonymous with “**Personal Information**”, as those terms are defined in CCPA, and “**Supervisory Authority**” shall mean an public authority which is established by an EU Member State, the United Kingdom pursuant to the GDPR and UK GDPR, or the Office of the Attorney General of the State of California, or its designee or any other independent authority established by a government to investigate and enforce Data Protection Laws.

3. The rights and obligations of the Customer

3.1. The Customer is responsible for ensuring that the processing of Personal Data takes place in compliance with the GDPR (see article 24 of

the GDPR) / Data Protection Laws, as applicable, and this DPA.

3.2. The Customer has the right and obligation to make decisions about the purposes and means of the processing of Personal Data.

3.3. The Customer shall be responsible, among other, for ensuring that the processing of Personal Data, which the Supplier is instructed to perform, has a legal basis and that the data subjects have been informed of the processing, e.g through appropriate privacy notices and by obtaining consent from the data subjects, in accordance with Data Protection Laws.

3.4. As applicable, the Supplier will operate as a “Service Provider” under CCPA and as such, will not Sell, Share, collect or use Customer Personal Data of a California “Consumer” as defined by CCPA or similar definition under applicable Data Protection Law, except as permitted by law, and only as necessary to perform the business purpose or for the Supplier to fulfill its obligations under the Agreement.

3.5. As applicable, the Supplier shall, with respect to its role as a Service Provider, provide reasonable cooperation with Customer to comply with the provisions of CCPA.

4. Instructions from the Customer

4.1. The Supplier shall process Personal Data only on documented instructions from the Customer for the purpose(s) derived from the Contract, unless required to do so by Data Protection Laws. Such instructions shall be specified in Appendix 2A. Subsequent instructions can also be given by the Customer throughout the duration of the processing of Personal Data, but such instructions shall always be documented and kept in writing, including electronically, in connection with this DPA.

4.2. The Supplier shall without delay inform the Customer if instructions given by the Customer, in the opinion of the Supplier, contravene with Data Protection Laws and await further instructions from the Customer.

5. Security and confidentiality

5.1. The Supplier shall take appropriate and necessary technical and organizational measures to ensure a high level of security for the personal data, including protection against unauthorized or unlawful processing, and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data. Those measures shall at least be equivalent to those set out in Appendix 2B – Technical and Organizational Measures and shall always be appropriate with respect to (a) available technology, (b) costs, (c) specific risks associated with the processing, and (d) the sensitivity of the Personal Data. The Supplier will continuously update the technical and organizational measures to meet that objective, provided that such updates and modifications do not result in the degradation of the overall security of the Service.

5.2. The Supplier shall take appropriate steps to ensure that all who have access to Personal Data are bound by confidentiality or are under an appropriate statutory obligation of confidentiality. The Processor shall grant access to the personal data processed on behalf of the Customer to members of its personnel based on the "least privilege principle" (i.e. only to the extent strictly necessary for implementing, managing and monitoring of the Service).

5.3. The Supplier shall notify the Customer without undue delay, and at least within 48 hours, after becoming aware of a Personal Data breach affecting the Customer. The notification shall be in writing and shall be sent to the email addresses associated with the “GDPR Manager” (if any) or “Career Site Manager” roles in the service. The notification shall include, to the extent available to the Supplier, at least the following:

a. a description of the nature of the Personal Data breach including categories and approximate number of data subjects concerned and approximate number of Personal Data records concerned;

b. a description of the likely consequences of the breach; and

c. a description of the measures taken or planned to be taken to address the breach.

In the event that it is not possible to provide all of the above information, the notification may be executed in phases without undue delay.

6. Audit

6.1. The Supplier shall, in accordance with Data Protection Laws, as applicable, make available to the Customer (or any by the Customer appointed third party, accepted by the Supplier and subject to duty of confidentiality) such information in the Suppliers possession or control as the Customer may reasonably request with in order to demonstrate the Supplier's compliance with the obligations under Data Protection Laws. Each Party shall bear its own costs for an audit under 6.1.

6.2. Any audit shall:

a) be carried out no more then once per year (unless otherwise required by a supervisory authority);
b) is subject to a Customer's prior written notice thirty (30) days in advance;
c) must be conducted during the Supplier's normal business hours;
d) not involve physical access to the servers on which the Services is hosted;
e) not entail disclosure of commercially sensitive agreements with the Supplier's sub-processors (as deemed in the Supplier's sole discretion); and
f) not compromise the security of the Supplier's systems or premises;

6.3. Subsequent audits amounting to more than once per year may be reasonably requested, at the Customer's sole cost.

7. Use of Sub-processors

7.1. The Supplier has the Customer's general authorization for the engagement of Sub-processors. The Supplier shall inform in writing the Customer of any intended changes concerning the addition or replacement of Sub-processors at least fourteen (14) calendar days in advance, thereby giving the Customer the opportunity to object, on reasonable grounds, to such changes prior to the engagement of the concerned Sub-processor(s). An updated list of Sub-processors can be found here: https://support.teamtailor.com/en/articles/4723968-sub-processors-used-for-the-service.

7.2. If, within fourteen (14) calendar days of receipt of a notice under clause 7.1, the Customer notifies the Supplier in writing of any objections to the proposed appointment, and that objection prevents effective provision of the Supplier's Services under the Contract, either Party may determine to terminate the Contract without penalty or liability. The Supplier shall use reasonable endeavors to address any objections of the Customer and take necessary, and reasonable, steps to meet such requirements.

7.3. Where the Supplier engages a Sub-processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this DPA shall be imposed on that Sub-processor. If the Sub-processor does not fulfill its data protection obligations, the Supplier shall remain liable to the Customer as regards the fulfillment of the obligations of the Sub-processor, in accordance with this DPA.

7.4. Notwithstanding clause 7.2, due to the software as a service nature of the Services provided, and in order to ensure stability and avoid any disruption of the Service for all Customers pursuant to the Contract, the Supplier reserves the right to change any Sub-processor in extraordinary circumstances such as, but not limited to, acts of God, bankruptcy, a Sub-processor's breach of contract in terms of up-time, or any other type of contractual breach on the Sub-processor's part with a notice shorter than fourteen (14) days, but without undue delay. The Customer will receive notice of this change and in such event, the Customer has the possibility to oppose the new Sub-processor within fourteen (14) days from being notified. In the event that opposition to such Sub-processor prevents effective provision of the Services, the Supplier may terminate the Contract without penalty or liability.

8. Transfer of Personal Data to Third Countries

8.1. Any transfer of Personal Data to Third Countries or international organizations by the Supplier shall only occur on the basis of documented instructions from the Customer and shall always take place in compliance with Chapter V GDPR / Data Protection Laws, as applicable, including, inter alia, Standard Contractual Clauses.

8.2. In case transfers to Third Countries or international organizations, which the Supplier has not been instructed to perform by the Customer, is required under Data Protection Laws, the Supplier shall inform the Customer of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

9. Assistance to the Customer

9.1. Taking into account the nature of the processing, the Supplier shall reasonably assist the Customer by appropriate technical and organizational measures, insofar as this is possible, in the fulfillment of the Customer's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR / CCPA and other Data Protection Laws, as applicable. Such assistance consists of automatic data subject requests through the customer's career site.

9.2. In addition to the Supplier's obligation to assist the Customer pursuant to clause 9.1, the Supplier shall furthermore, taking into account the nature of the processing and the information available to the Supplier, reasonably assist the Customer in ensuring compliance with the obligations pursuant to CCPA, articles 32 to 36 of the GDPR / Data Protection Laws, as applicable. Such assistance consists of e.g. available privacy settings within the platform, privacy notice template, providing information about security and sub-processors, the Supplier's transfer impact assessment, other relevant information and/or documentation upon request etc.

10. Erasure and returning of Personal Data

10.1. Upon termination of the Contract, the Customer may instruct the Supplier to, as applicable, return and/or destroy all Personal Data (including existing copies) from the Supplier's systems in accordance with Data Protection Laws. The Supplier will comply with this instruction as soon as reasonably practicable, unless mandatory local legislation requires further storage.

10.2. If the Customer has neither requested to erase or return the Personal Data within thirty (30) days from the termination of the Contract, the Supplier shall be entitled to return and shall thereafter delete all the Personal Data it has processed on behalf of the Customer in accordance with clause 10.1.

11. Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SUPPLIER'S LIABILITY UNDER THIS DPA SHALL BE LIMITED TO WHAT IS STIPULATED IN THE CONTRACT. For the avoidance of doubt, administrative fines under article 83 of the GDPR / Data Protection Laws, due to a Party's breach of its obligations under the GDPR, will be imposed on the offending Party and are not subject to any liability arrangement between the Parties.

12. Commencement and termination

This DPA shall become effective on the effective date of the Contract and shall remain in force for the duration of the Contract Period and anyhow, irrespective of the end of the Contract Period, as long as and until all processing activities (e.g. all data has been finally erased) by the Supplier has ceased.

13. Dispute and governing law

Any dispute, controversy or claim arising out of or in connection with this DPA, or the breach, termination or invalidity thereof, shall be settled as stipulated in the Contract.

14. Miscellaneous

14.1. If one or more provisions of this DPA is declared to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

14.2. The Parties agree that they will make any necessary changes and amendments to this DPA in order for it to be compliant with Data Protection Laws.

14.3. This DPA supersedes all prior arrangements or undertakings between the Parties in relation to processing of Personal Data that are not consistent with this DPA.

Appendix 2A - Processing of Personal Data

Processing operations	The Supplier provides a recruitment tool online and subsequently processes Personal Data about job applicants and the Customer's employees and other authorized users of the Service using said recruitment tool. The Supplier does not control what specific data the Customer requests applicants to provide through said tool, or what specific data applicants provide the Customer with through said tool and consequently what Personal Data that is processed by the Supplier through the tool.
Purpose of the processing	The purpose of the processing under this DPA is to fulfill the Supplier's obligations under the Contract.
Categories of Data subjects	Jobseekers, references, sourced candidates, referrals, Users.
Type of Personal Data that is processed	Only Personal Data relevant to the recruitment process is collected and processed. Such information usually consists of names, emails, photos and videos, answers to questions part of the recruitment process, CV, titles, education, IP-number, user-ID and other information provided by the candidates and/or partners integrated to the Service.
Location of Personal Data	The Personal Data collected through the Service by the Supplier is stored and processed inside the EU/EEA, or in countries that are considered to have an adequate level of protection by the European Commission, or processed by such Sub-processors that have entered into binding agreements that fully comply with the lawfulness of third country transfers, as per section 8 of the DPA.
Retention Periods	The Customer will be able to choose retention periods of collected Personal Data by the settings in the Service. After termination, any Personal Data shall be returned and / or deleted in accordance with section 10 of this DPA.

Appendix 2B - Technical and Organizational Measures (TOMS)

The following document contains TOMs as implemented by the Supplier.

Measures to Ensure Confidentiality (Art. 32 para. 1 lit. b of the GDPR)

Physical access control

Personal Data is stored in physical data centers certified according to ISO 27001. Physical access to the data center facilities is strictly controlled and limited to selected staff at the hosting provider. Protection against environmental hazards such as heat, fire and water damage is in place. There is no unauthorized physical access to data centers.

Logical access control

There is no unauthorized access to data processing systems. Logical access controls are designed to manage access to information and system functionality based on authority levels and job functions (granting access on a need-to-know and least privilege basis). All users have unique IDs and passwords, MFA is used where possible, granted system access is reviewed regularly and access is revoked/changed when employment terminates or changes in job functions occur. The Supplier's staff do not access or interact with customer data as part of normal operations. Access is restricted to selected staff. All endpoint devices use strong passwords, local firewalls, automatic time based locking and encrypted storage.

Separation of control

Personal Data is processed in dedicated systems that are not shared with other services, applications, or corporate entities. Production and test environments are separated and do not share any data. Within individual databases, data is segregated with logical access control. Personal Data is not used for purposes other than what it has been collected for.

Human resource security

All employees and contractors are bound by confidentiality, non-disclosure provisions and undergo continuous security awareness training. Onboarding, offboarding procedures are in place. Segregation of duties is applied where it is practically possible.

Measures to Ensure integrity (Art. 32 para. 1 lit. b of the GDPR)

Transfer control

All communication, over the internet and on internal networks, are encrypted with at least TLS version 1.2. Data stored in the the Supplier application is encrypted at rest with at least file-system level encryption.

Change management

Change management procedures and tracking mechanisms are in place to test, approve and track all material changes to the the Supplier's platform. All changes are peer reviewed.

System monitoring

Application and infrastructure events are logged, monitored and automatically analysed to record and detect divergent user access and system activity. Logs are protected from loss and manipulation.

Measures to Ensure Availability and Resilience (Art. 32 para. 1 lit. b of the GDPR)

Resilience

The Supplier's infrastructure and components are designed to withstand intermittent and as well as high constant loads. Vulnerability screening, patch management and anti-malware protection are implemented to prevent, identify and mitigate against identified security threats, viruses and other malicious code.

Measures to Quickly Restore the Availability of Personal Data after a Physical or Technical Incident (Art. 32 para. 1 lit. c of the GDPR)

Disaster recovery plan

Disaster recovery plans are designed to maintain service and/or recovery from foreseeable emergencies or disasters. Backups are stored off-site, immutable and encrypted. Restore tests are done at least every 6 month.

Incident management

Incident management procedures are in place to ensure a systematic approach to identify, mitigate, learn and report incidents related to our technology and information assets.

Procedures for periodical review, assessment, and evaluation (Art. 32 para. 1 lit. d of the GDPR; Art. 25 para. 1 of the GDPR)

The Supplier runs an information security program with dedicated staff responsible for the development, implementation and maintenance of the program.

Information risk assessments are used to systematically evaluate threats and vulnerabilities in terms of the impact they could imply and the probability to occur. Such assessments are performed at least annually or at major business changes.

Teamtailor AB

X

Signatory: Ruben Herrera Hernández

Email of signatory: ruben.hernandez@teamtailor.com

Timestamp: Friday, 15 September 2023 13:54 UTC

Lietuvos Bankas

X

Signatory: Giedrius Ruseckas

Email of signatory: gruseckas@lb.lt

Timestamp: Friday, 15 September 2023 10:37 UTC

Lietuvos Bankas

Contract ID
64d9e03af657e0a4e2c774a3

Filename
Lietuvos Bankas + Teamtailor AB contract.pdf

Teamtailor AB

Signatory: Ruben Herrera Hernández

Email of signatory: ruben.hernandez@teamtailor.com

Timestamp: Friday, 15 September 2023 13:54 UTC

Lietuvos Bankas

Signatory: Giedrius Ruseckas

Email of signatory: gruseckas@lb.lt

Timestamp: Friday, 15 September 2023 10:37 UTC

	What	When	Where
	Signed by Ruben Herrera Hernández ruben.hernandez@teamtailor.com	15 Sep 2023 13:54 UTC	IP 85.229.253.111 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
	Sent for signing by Ruben Herrera Hernández ruben.hernandez@teamtailor.com	15 Sep 2023 13:53 UTC	IP 85.229.253.111 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
	Sent for signing by Léa Morales lea.morales@teamtailor.com	15 Sep 2023 13:51 UTC	IP 85.229.253.111 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
	Sent for signing by Léa Morales lea.morales@teamtailor.com	15 Sep 2023 10:37 UTC	IP 84.240.22.228 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
	Signed by Giedrius Ruseckas gruseckas@lb.lt	15 Sep 2023 10:37 UTC	IP 84.240.22.228 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/116.0.0.0 Safari/537.36
+	Created by Léa Morales lea.morales@teamtailor.com	14 Aug 2023 08:05 UTC	IP 31.208.72.22 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/115.0.0.0 Safari/537.36