

Agreement for cooperation regarding compensation surveys

No. 129LT-2023-3/GCS

05.05.2023

The date of the document is the date of the last attached secure electronic signature time stamp
Vilnius

Valdymo koordinavimo centras, VŠJ, registry code: **110068011**, address **Gedimino pr. 38, LT-01104 Vilnius (VKC)**, represented by Director, Vidas Danielius.

and

SIA Figure Baltic Advisory, registry code: **40203423228**, address **Krišjāņa Barona iela 15 – 30, Rīga, LV-1011 (Figure)**, represented by Consultant (Signatory based on the power of attorney) Povilas Blusius, acting under the commercial power of attorney No. FVK-P02/2021,

Each individually called “**the Party**” and jointly “**Parties**” have concluded this agreement (**Agreement**):

1. Terms and interpretation of the Agreement

1.1. These terms, when capitalized will have the following meaning in the Agreement:

- 1.1.1. **Data** – data related to the Partner (and any of its group companies or related parties if Parties have so agreed), including data on Employees’ Compensation and other data as may be requested by Figure for the purposes of preparing the Deliverables;
- 1.1.2. **Figure Compensation Survey** – a survey created by Figure based on Partner’s and other participants’ Data and other information, which reflects the analysis of Compensation payable to employees in Estonia, Latvia, and Lithuania.
- 1.1.3. **Employee** – a natural person either employed by the Partner (and any of its group companies or related parties if Parties have so agreed) or a natural person that provides its services to the Partner based on a contract in exchange for a Compensation;
- 1.1.4. **Compensation** – the remuneration payable to the Employee by the Partner (and any of its group companies or related parties if Parties have so agreed) for the work or service provided, including any remuneration paid based on achievement of certain financial results or other such milestones.

2. Subject Matter

- 2.1. Partner will provide Data as requested by Figure necessary for the purposes of preparing the Deliverables. Figure will deliver Deliverables and Partner will pay the price due for such Deliverables in accordance with this Agreement.

3. Deliverables, Price and Payment Terms

3.1. The list below specifies the products and services, which the Partner will purchase from Figure (**Deliverables**), their prices (prices are indicated without VAT), delivery dates, and discounts if applied:

- ***Lithuanian Top Executives Compensation Survey 2022 in Lithuania – 3500 EUR.***
Results: 10.05.2023

TOTAL: 3500 EUR

3.2. If Deliverables include Figure Compensation Survey, then this Deliverable will include the following information:

- 3.2.1. average and median Compensation, lower and upper statistical indicators of Compensation;
- 3.2.2. payments that make up a Compensation and their respective proportion, including base salary, incentives, bonuses etc.;
- 3.2.3. common benefits (e.g. work car, mobile phone, etc.) and limits thereof depending on employee groups etc.;
- 3.2.4. the compilation and analysis of Compensation policies and principles applied in organizations of participants in the Figure Compensation Survey;
- 3.2.5. compensation change forecasts by the participants in the Figure Compensation Survey for the upcoming period;
- 3.2.6. other analyses as may be agreed by the Parties. Partner is entitled to purchase by its choice other Deliverables and services related to Figure Compensation Survey indicated in the Appendix 1.

3.3. Unless Parties have agreed otherwise Figure may use Data in preparation of and sell certain Deliverables to third parties, provided that these Deliverables do not contain Confidential Information as defined in this Agreement. Figure is entitled to use Data for such projects that are related to compensation statistical analysis carried out by Figure and/or its cooperation partner LLC Mercer, e.g. TRS (Total Remuneration Survey) or special analysis, business sectors surveys in accordance with personal data processing and confidentiality requirements provided in this Agreement.

3.4. Figure retains all ownership rights to the Deliverables, including any and all intellectual property rights. The Partner is granted a non-exclusive, non-transferrable, limited right to use the Deliverables for its internal needs in the country of the Partner's incorporation.

3.5. The Partner will pay for the Deliverables and services on the basis of an invoice issued by Figure. Unless Parties agree otherwise invoices are issued electronically and are valid without a signature.

3.6. Invoices will be uploaded to the figure. It online compensation survey portal available to the Partner's Authorized Person(s) when the Deliverable or the last of the Deliverables is published unless Parties agree otherwise in regard of invoice delivery.

3.7. The Partner shall pay the invoice within **14 (fourteen)** business days as of the date of the invoice (as indicated on the invoice).

4. Submission of Data to Figure

- 4.1. The Partner will provide all the necessary Data to Figure and ensure that Data is pseudonymised.
- 4.2. For the purposes of Data provision Figure will provide the Partner with forms to be filled out and if necessary, provide instructions to the Partner for these forms as well as other aspects of Data provision.
- 4.3. The Partner will submit the accurate and complete Data in a timely manner by **08.06.2023**
- 4.4. Parties may agree on other deadlines by a written agreement which is annexed to this Agreement. Partner is aware that if Figure does not receive correct Data in a timely manner, Figure may not deliver the Deliverables or deliver them within the timeframe agreed by the Parties.
- 4.5. Partner will ensure that data does not include directly identifiable personal data (e.g., name, surname, personal code, e-mail, etc.) unless such personal data has been requested by Figure.
- 4.6. Figure does not pay any fee to the Partner for the Data submitted.

5. Data Processing

- 5.1. Partner and Figure act as independent data controllers in relation to Data.
- 5.2. Figure processes the Data for the purposes of preparing Deliverables and carrying out statistical research (preparing different surveys and related analyses) regarding compensation and conducting other analyses concerning work and compensation.
- 5.3. Partner ensures that all data subjects whose Data is transferred to Figure have provided their consent or there exists another relevant legal basis that allows for Data to be transferred to Figure and processed for the purposes described in the above Clause. Partner as a data controller also ensures that data subjects have received all necessary information regarding the Data processing done as per this Agreement.
- 5.4. Figure guarantees that access to the Data is granted only to the employees of Figure and/or partners of Figure who are under a confidentiality obligation and who will process the Data in accordance with this Agreement and all applicable laws.
- 5.5. Figure checks the Data submitted and, if necessary, submits request for amendments to the Data to the Partner. Figure is not responsible if the Deliverables cannot be delivered in accordance with this Agreement due to Partner's failure to ensure that Figure's suggestions for Data amendments or correction are complied with.
- 5.6. Figure will use secure information technology systems when processing the Data.
- 5.7. Figure may cooperate with Mercer (Mercer (Denmark) AS, Reg.No. 11989748) to execute this Agreement (**LLC Mercer**). LLC Mercer will act as a data processor of Figure in relation to any Data transferred by the Partner to Figure for the purposes of this Agreement. Partner as a data controller informs relevant data subjects about this option. In case there is any change in the Mercer entity cooperating with Figure during the validity term of this Agreement, Figure will inform the Partner accordingly.
- 5.8. If as part of the execution of this Agreement Figure has received any personal data directly attributable to a particular Employee, Figure will delete all such data immediately or if it is

necessary for the execution of this Agreement – once it is no longer necessary, but latest within 1 (one) year as of receipt.

6. Technical means for Data submission and access to Deliverables

- 6.1. Data is submitted, and Deliverables accessed via the Alchemer Portal and Portal of Figure Compensation Surveys or other data exchange portal or submitted in another way determined by the Figure and communicated to the Partner in a timely manner.
- 6.2. Authentication in any of the above-mentioned portals may be done by using either a username and password or through other means. If a password, username or other login information is necessary, Figure will provide it to the Partner's authorised representative (as defined in Clause 6.4) and such information will be considered confidential. The Partner will ensure that persons other than this authorised representative cannot access this login information. In case the Partner suspects that the login information may be accessed by unauthorised persons it will immediately inform Figure and if applicable immediately change the password used.
- 6.3. Partner will inform Figure if Partner's authorised representative no longer works for the Partner and/or the respective user account must be closed for some other reason.
- 6.4. Access to Data collection forms, Deliverables and other relevant documents will be granted to the following Partner's authorized representative/-es:
 - 6.4.1. Partner's Authorized Person/-s for submitting Data: **Head of the Analysis Department, Gintaras Maksimas, gintaras.maksimas@governance.lt , +37068561106 ;**
 - 6.4.2. Partner's Authorized Person/-s for receiving Deliverable/-s: **Head of the Analysis Department, Gintaras Maksimas, gintaras.maksimas@governance.lt , +37068561106;**

7. Confidentiality

- 7.1. Any information about the Party's business operations, services, technologies, employees as well as other information, which may be considered as a trade secret in accordance with the applicable law, is considered confidential (**Confidential Information**). Publicly available information is not considered Confidential Information.
- 7.2. Party will not disclose other Party's Confidential Information to third parties and will not use it for its own or third-party benefit. Parties will keep Confidential Information in a way that precludes it from being discovered by third parties. Party can disclose Confidential Information only to its employees, subcontractors and other persons who need this information to ensure the execution of this Agreement and only to the extent necessary to ensure the execution of this Agreement, provided that they are subject to the same confidentiality obligations as stipulated in this Clause 7. Confidential Information may also be disclosed to state or municipal authorities or courts if the disclosure is required under the mandatory law.
- 7.3. This Clause 7 will in particular apply to Deliverables that the Partner receives under this Agreement. The Partner will ensure that the Deliverable will be used only for its internal needs and will not disclose information from the Deliverable to third parties, including, refraining from publishing the Deliverable or its contents or summary in full or in part and reasonably ensuring that such publishing does not occur due to actions of any third party.
- 7.4. Obligations arising from this Clause 7 will survive termination of the Agreement.

8. Force Majeure

- 8.1. In case of Force Majeure circumstances, e.g., changes in applicable law, natural disasters, acts of war, power cuts longer than ten (10) hours or failure of communication services due to conditions not attributable to a Party, or other conditions beyond foresight and control of the Parties that render fulfilling obligations under the Agreement impossible or materially hinder such performance, Parties will not be liable for the failure to fully perform their obligations under this Agreement. Force Majeure will not include any strike or closure at the Party's company and/or any obstacle occurring due to the Party's non-fulfilment of its financial obligations against third parties.
- 8.2. The Party who cannot fulfil its obligations due to the existence of Force Majeure circumstances will inform the other Party of this fact as soon as possible but not later than 72 (seventy-two) hours as of the beginning of the Force Majeure circumstances.
- 8.3. In the event of Force Majeure circumstances, the timeline for execution of the affected Party's obligations will be extended for the duration of the Force Majeure circumstances.

9. Final provisions

- 9.1. The Agreement enters into force on the date it is signed by both Parties and remains in force until Parties have fulfilled their obligations.
- 9.2. Each Party may terminate the Agreement with a 30 (thirty) day prior written notice. Each Party may terminate this Agreement with a 2 (two) week prior written notice if the other Party has breached the Agreement and failed to remedy the breach within a timeframe indicated by the first Party. If Parties terminate the Agreement, the Partner will pay for the Deliverables finished and made available to the Partner within 1 (one) week after the termination.
- 9.3. Law of the country where the Partner is registered in the commercial register will apply to this Agreement. The courts of this country will have jurisdiction over any disputes arising out of this Agreement.
- 9.4. In case of any dispute Parties will try to resolve it by negotiations. If Parties fail to reach an agreement within 30 (thirty) days as of the day when a Party first notified the other Party about its claim or other Party's non-compliance, the dispute will be brought before a court, which has jurisdiction in accordance with the Clause above.
- 9.5. Any amendments to this Agreement must be made in writing **and signed electronically.**
- 9.6. The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous negotiations and agreements.
- 9.7. Parties will inform each other about any change in their details within 5 (five) business days before these changes occur.
- 9.8. The appendixes to this Agreement form an integral part of this Agreement.

	Contractor:	Client:
Organization name	SIA Figure Baltic Advisory	Valdymo koordinavimo centras, VŠĮ
Legal address	Krišjāņa Barona iela 15-30 , Rīga, LV-1011	Gedimino pr. 38, LT-01104 Vilnius
Registration number	40203423228	110068011
Bank	Swedbank Latvia	
Bank code:	HABALV22	
Bank account No.	LV52HABA0551053500983	
Position (other ground for representation - POA):	Consultant (Signatory on the basis of the power of attorney)	Director
Authorized signatory name, surname:	Povilas Blusius	Vidas Danielius

The Agreement is signed electronically with a secure electronic signature containing a time stamp.

Deliverables and services related to Figure Compensation Survey available for order

Deliverable or Service	Price (without VAT)
ICT Sector Compensation Survey Report	EUR XXXX
Top Executive Compensation Survey Report <u>(for participants)</u>	EUR XXX
Special compensation analysis (peer-to-peer analysis, specific/selected sample)	EUR 400
Individual presentation to Partner's management	EUR 600
Expert evaluation of Partner's compensation position (competitiveness analysis in the labour market)	EUR 600
Individual consulting, data application for internal compensation systems, consulting for salary reviews	EUR 150 / h