

HEADS OF TERMS

Strategy support services provided to

AB Lietuvos Paštas (“you”, “your”, “LP”)
Address J. Balčikonio g. 3, Vilnius, Lithuania
by Last Mile Experts (“we”, “our”, “us”, “LME”)

each a “Party”, jointly the “Parties”

Dear Sirs

Based on the discussions we have had with you, we are pleased to set out below the following main commercial terms of our business relationship with you.

| | |
|----------------------|--|
| Legal Framework | An advisory services agreement which shall in no way constitute any kind of employment relationship between the Parties. |
| Scope & Deliverables | Part I (3-4 Hours plus breaks) – Mutually agreed dates in April |

Part II (3-4 hours plus breaks) – Mutually agreed times in May

Part III (1 hour) - 14 June 2023

Last Mile Experts Sp z o.o., Kiedacza 8a, 02-776, Warszawa, Poland

Resources

Timing Mutually convenient times after 17 April 2023

Place of work Vilnius/online

Fees Package fee of EUR9750. We shall not include into the price of services VAT, which according to the Law on Value Added Tax of the Republic of Lithuania shall be calculated and paid by the LP. LP will cover out of pocket costs and will arrange for air transport to Vilnius, collection from the airport as well as accommodation and food.

Offer validity This offer is valid until 3 April 2023.

Payment terms 50% (4875EUR) within seven days of signature of this agreement and the balance within seven days of the workshop taking place. Payment should be made to:

Last Mile Experts Spółka z o. o.
IBAN: PL28 1140 2004 0000 3812 1011 0551
Swift/BIC: BREXPLWMBK

Invoice should be issued to:
AB Lietuvos pastas
J. Balčikonio g. 3, Vilnius
Company code: 121215587
VAT code: LT212155811

Governing law This agreement is subject to the laws of the Republic of Poland. Unless specifically stated in this document, we will provide our services in line with the standard terms of business for the provision of Consultancy Services listed on our website. Standard term of business point 7.2. will not be applicable in case of this agreement. Sub-contractors will not be used to fulfil obligations under this agreement.

Waiver of liability

We shall not be liable for damages due to failure to comply with our contractual or other obligations except where damage is caused intentionally or by gross negligence by us or our affiliates.

In no case can our liability be greater than the sum of payments received in respect of this assignment.

If necessary, LP may purchase other Services of the same type, which are provided by LME and are not specified in this agreement (hereinafter - Unanticipated Services), not exceeding 10 (ten) percent of the total price of the agreement, i.e. not exceeding EUR 9 750 (nine thousand seven hundred fifty euros 00 euro ct) without VAT without increasing it.

The parties have agreed that the LP has the right to immediately unilaterally terminate any or all contracts paying only for work done to date with LME without having to pay any penalties, indemnify, compensate or refund LME and / or its subcontractor, and the LP may cancel any or all Orders and / or suspend in whole or in part any contract with LME if actual economic or other international sanctions apply to LME, its manager, shareholder (s) and / or its ultimate beneficiary (i.e. a natural person who directly and / or indirectly, acting alone or together with other persons, is the ultimate owner of LME and / or controls LME or its management and / or exercises decisive influence over it).

This agreement shall enter into force on the date of signature and shall remain in force until the Parties have fully fulfilled their obligations under this agreement, but not longer than for 6 months or if the agreement is terminated under the provisions set here in this agreement. For a failure to render mutually agreed Services within the period set in this agreement, at LP's request the LME shall pay default interest at the rate of 0.05 percent of the price of the delayed Services for each day of the delay if the delay is due to their own fault and not force majeure or LP.

LP has the right to unilaterally terminate the agreement without going to court, after notifying LME in writing 14 (fourteen) calendar days in advance, if LME does not fulfill the obligations stipulated in the agreement.

For purposes of interpretation and application of the agreement, the special part of this agreement shall prevail.

Last Mile Experts Sp z o.o., Kiedacza 8a, 02-776, Warszawa, Poland



The Parties, by the signature below of their duly authorized representatives, hereby indicate their acceptance to be bound by above terms.

For AB Lietuvos Paštas

For Last Mile Experts
