## SPECIAL PART OF THE CONTRACT
## FOR THE PROVISION OF VIDEO CODING SERVICES

**AB Lietuvos paštas**, a Public Limited Liability Company lawfully registered and operating in accordance with the laws of the Republic of Lithuania, legal entity code 121215587, VAT identification number LT212155811, registered office address J. Balčikonio g. 3, LT-03500 Vilnius, the Republic of Lithuania, the data of which are collected and stored in the SE Centre of Registers, represented by Kastytis Valantinas, the Director of Postal Operations Department, acting in accordance with the Order No. T/21 of the Chief Executive Officer of Public Limited Liability Company Lietuvos paštas of 22$^{nd}$ of June 2023 (hereinafter referred to as the Buyer), and

**Spectos GmbH**, a Private Limited Liability Company, legally registered and operating under the laws of the Federal Republic of Germany, with registration code HRB 24787, registered office address at Käthe-Kollwitz-Ufer 91, 01309 Dresden, the Federal Republic of Germany, represented by Niels Delater, the Chief Executive Officer, acting in accordance with the Articles of Association of the company (hereinafter referred to as the Service Provider),

hereinafter the Buyer and the Service Provider being individually referred to as the Party, and both jointly as the Parties, have concluded the contract for the procurement of video coding services (hereinafter referred to as the Contract).

## 1. GENERAL PROVISIONS AND SUBJECT OF THE CONTRACT

1.1.    The Service Provider shall be obliged to provide to the Buyer the video coding services under the terms and conditions indicated in the Contract (hereinafter referred to as the Services), and the Buyer shall be obliged to provide remuneration for the Services provided in conformity with the terms and conditions set forth in the Contract. The provision of the Services shall commence following the stage of preparation for provision of the Services (hereinafter – the Preparation for Provision of Services), which is described in the Technical Specification.

1.2.    This Contract is concluded as a result of public procurement in which the most economically advantageous tender in terms of price was selected.

1.3.    For the purposes of interpretation and application of the Contract, Clause 2.1 of the General Terms and Conditions of the Contract specifies the order of precedence of the Contract Documents.

## 2. SCOPE AND PRICE OF THE SERVICES

2.1.    Under this Contract, the Buyer shall be rendered the Services described in the Technical specification (Annex No. 2 to the Special Terms and Conditions of the Contract).

2.2.    Price calculation method applicable in the Contract – fixed rate. The Buyer shall purchase the Services according to own demand according to the rates indicated in Annex No. 6 to the Special Terms and Conditions of the Contract and not exceeding the value of the Contract indicated in clause 2.3. The quantity of the Services indicated in Annex No. 2 to the Special Terms and Conditions of the Contract is preliminary and may be changed    .

2.3.    The total price of the Services (including Preparation for Provision) shall amount to –  270 000,00 (two hundred and seventy thousand) EUR, excl. VAT (VAT is not charged).

2.4.    If necessary, the Buyer can purchase other Services of the same types provided by the Service Provider, which are not indicated in the Technical Specification (hereinafter – Unforeseen Services), without exceeding 10 (ten) percent of the total price of the Contract indicated in clause 2.3 of the Special Terms and Conditions of the Contract, and this amount is included in the total price of the Contract. The Buyer shall contact the Service Provider with a request to provide the prices (quote) of the Unforeseen Services, indicating that the price of the Unforeseen Services must be competitive and may not be higher than the market prices.Having established that the prices of the Unforeseen Services provided by the Service Provider are higher than the market prices, the Buyer shall ask the Service Provider to lower the prices. If the Service Provider refuses to lower the prices of the Unforeseen Services, the Buyer shall reserve the right to purchase the Unforeseen Services by a separate procurement procedure.

2.5.    The prices of the Services may be recalculated due to fluctuation of the price level as follows (hereinafter referred to as Recalculation of Prices):

2.5.1.    applying the quarterly indicators of wages (hourly gross) in euros published on the website of State data agency http://osp.stat.gov.lt/ under the (hereinafter referred to as the "State data agency"), in the database of indicators, in the statistical field "Population and social statistics", in the section "Wages and labour costs", in the section "Wage indicators (quarterly and monthly)", according to the indicator of economic activity" TOTAL Total by economic activity" (hereinafter referred to as 'TOTAL');

2.5.2. If the percentage change in wages (hourly gross) in euros according to the indicator of the type of economic activity TOTAL,formed from the date of signing the Contract or the latest price recalculation (if the rate is recalculated not for the first time) until the receipt of a written request to recalculate the rates according to the data of State data agency exceeds +/- 10 (ten) percent;

2.5.3. applying a recalculation coefficient equal to the percentage change of the index specified in Clause 2.5.1. of the SD of the Contract, which arose from the date of signing the contract or the last price recalculation until the receipt of a written request to recalculate prices;

2.5.4. calculation is made on the basis of the latest available data published by State data agency;

2.5.5. rates indicated in Annex 6 to this Contract are recalculated according to the following formula:

$$Cpn = Sn * (1+(I-X)/100)$$

Cpn – recalculated fee applicable to the Services;

Sn – the rate applicable to the Services indicated in the Contract or the rate applied after the latest recalculation (if the price is not recalculated for the first time);

I – the percentage change in wages (hourly gross) according to the indicator of the type of economic activity TOTAL, formed from the date of signing the Contract or the latest recalculation of the price to the receipt of a written request for a recalculation of rates. This value, applied in calculations cannot exceed +/- 15 percent.

X – The value depends on the value of I. If I <-10 % then X = -10 %, if I > +10 % then X = +10 %.

2.5.6. The first recalculation shall be carried out not earlier than 12 (twelve) months after the entry into force of the Contract.

2.5.7. Recalculation of prices under this Contract shall be carried out no more than 1 (once) in 1 (one) year.

2.5.8. The Party initiating the recalculation of rates shall inform the other Party in writing of its wish to recalculate the rates.

2.5.9. The recalculation of the prices under this Contract shall be performed only in respect of those Services which are ordered / provided under the Contract after the recalculation of prices;

2.5.10. The recalculated Contract rates shall take effect from the date of signing the agreement on the amendment of the Contract, unless otherwise is provided in the Contract itself, and shall be valid only for the part of the Services that has not yet been paid by the Buyer. The Buyer shall pay for the Services provided before the date of signing the agreement on the recalculation of the Contract rates using the previously valid Contract rates, and the Supplier will be paid for the Services ordered after the date of signing the agreement by applying the new Contract rates;

2.5.11. The recalculation of prices shall be formalised by the amendment to the Contract signed between the Buyer and the Supplier.

## 3. QUALITY OF THE SERVICES

3.1. The quality of the Services (including Preparation for Provision of Services) must conform to the requirements indicated in: Contract, Technical Specification, legal acts regulating the quality requirements for this type of services, as well as the standards.

3.2. The Service Provider must ensure that during validity of the Contract the provision of the Services is not interrupted.

3.3. The Supplier must comply with the following environmental requirements: reduce paper consumption, refuse unnecessary copying and printing of documents, communicate with the Buyer and provide the necessary documents only by electronic means.

## 4. SERVICE PROVIDER'S RIGHT TO ENGAGE THIRD PARTIES (SUB PROVIDERS), JOINT ACTIVITIES

4.1. For the part of the Service Provider, the Contract is performed on the basis of joint activities: NO.

4.2. When the Service Provider relies on the economic and financial capacities of other entities in order to prove the compliance with the requirements laid down in the Procurement documents during the Procurement procedures, the Service Provider and the entity the capacities of which were relied upon shall be jointly and severally liable for the performance of the Contract.

4.3. The Service Provider shall have the right to engage Subproviders for performing the Contract only in respect of the part of the Contract specified in the Tender. In the Tender, the Service Provider has specified the part of the Contract for which Subproviders will be engaged: YES.

4.4. The list of Sub Providers and the part of the assigned contractual obligations are specified in Annex No. 7 to the Contract.

## 5. TERMS OF PROVISION OF THE SERVICES. PROCEDURE OF DELIVERY AND ACCEPTANCE OF THE RESULT OF THE SERVICES

5.1. The Service Provider shall be obliged to provide the Services (including Preparation for Provision of Services) within the terms stated in the Technical Specification.

5.2. The Preparation for Provision of Services must be implemented according to the terms of the Technical Specification.

5.3. If the Service Provider provides the Services exceeding the terms specified in the Technical Specification, the Service Provider shall pay a fine to the Buyer:

5.3.1. In the event of a change in the VCS system used for data entry, the Supplier, having received the VSC parameters and features of the new data entry system from the Buyer, undertakes by its own efforts and resources to adapt to it within 1 (one) month of receipt of the new data. If the service provider is late in adapting to the new VLC system, the Buyer has the right to apply a penalty of 100 EUR for each delayed calendar day;

5.3.2. for each data row received but not inputted into the system (terms indicating entry of data rows are provided in the Technical Specification), which is determined by multiplying the prices of Services by 5;

5.3.3. The Service provider is given a deadline of no longer than 1 month for the full achievement of quality parameters, which starts counting from the start of service provision. During this period, the Buyer will not apply any fines related to the achievement of quality parameters. If the Buyer determines that during the reporting period the Service Provider did not meet the quality service parameters or one of them (the average values of the quality parameters for the month exceeded the established ones), the Buyer has the right to impose a penalty of EUR 100 on the Service Provider, which is deducted from the invoice excl. VAT (VAT is not charged) submitted for payment for the reporting month.

## 6. PAYMENTS, MONETARY OBLIGATIONS AND SUSPENSION THEREOF

6.1. The Buyer shall pay for the provision of quality Services after signing the Services transfer and acceptance deed and within 30 (thirty) calendar days of the receipt of the Invoice .

6.2. The Service Provider shall present the invoices for the Services actually provided during the past month, as well as the Services transfer and acceptance deed before the 5th day of the current month.

6.3. The maximum amount of penalty charges and/or fines payable by the Service Provider under this Contract, shall not exceed the total price of the Contract indicated in Clause 2.3 of the Special Terms and Conditions of the Contract.

## 7. EFFECTIVE DATE AND VALIDITY OF THE CONTRACT

7.1. The Contract shall come into effect upon signing thereof by the Service provider and the Buyer, and shall be valid until full discharge of the obligations of the Parties under this Contract. Services shall be provided not longer than 24 (twenty-four) months. If, not less than 90 (ninety) calendar days before the expiry of the term of this Contract, neither of the Parties submits in writing a wish not to extend the term of provision of Services, the Contract shall be automatically extended under the same conditions for a further period of 12 (twelve) months, not exceeding the maximum Contract price established in the Contract. The extension clause may be applied no more than 1 (one) time. If the value specified in Clause 2.3 of the Contract is exhausted before the term specified in this clause, the Contract shall terminate upon exhaustion of this value.

7.2. Termination of this Contract shall not affect any obligations arising under this Contract which, by their nature and substance, continue to have effect after the termination of this Contract.

## 8. SPECIAL CONDITIONS

8.1. The Service Provider confirms that the circumstances caused by the decisions taken by the competent state and / or municipal authorities of the Republic of Lithuania or other countries regarding restricting the movement of persons and / or economic activities due to unfavourable epidemiological situation caused by the coronavirus infection (COVID-19), is not considered as a Force Majeure event.

8.2. The parties have agreed that if new circumstances arise after the execution of the contract which would restrict the Service Provider's activities to a greater or different extent than is known at the time of the execution of the contract and the Service Provider is unable to fulfil his contractual obligations, the Service Provider may be released from civil liability only if the Service Provider proves that the circumstances relied on by the Service Provider are of such a scale and nature that no diligent and observant trader could control

and foresee them at the time of the execution of the contract and that the Service Provider could not have the occurrence of these circumstances or their consequences.

8.3. If the Service Provider is unable to fulfil its contractual obligations, the Service Provider must submit a request to the Buyer in accordance with the contract, including details of any unforeseen circumstances (e.g. limited company activities, state bans on exports of relevant goods, etc.) and reasons. that the Service Provider could not reasonably have foreseen these disruptions during the conclusion of the contract. In order to be released from civil liability, the Service Provider must provide all the information reasonably requested by the Buyer and specified in the contract, as well as the documents substantiating this information.

8.4. Corruption in any form is intolerable. The Buyer has the right to terminate the Agreement unilaterally upon prior written notice if the Service Provider (including any of the Service Provider's employees, intermediaries, subcontractors, representatives, etc.) gives or offers (directly or indirectly) any benefit to the Buyer's employee in terms of item, monetary consideration, commissions, in the form of services or other tangible or intangible benefits as an incentive or reward for performing or refraining from performing any act related to this Agreement, or for showing favouritism or unfavorability or showing them off (bribe) to any person related to this Agreement. Upon termination of the Agreement by the Buyer on this basis, the Service Provider shall cease providing services.

8.5. The parties have agreed that the Buyer has the right to immediately unilaterally terminate any or all contracts with the Supplier without having to pay any penalties, indemnify, compensate or refund the Supplier and / or its subcontractor, and the Buyer may cancel any or all Orders and / or suspend in whole or in part any contract with the Supplier if actual economic or other international sanctions apply to the Supplier, 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 the Supplier and / or controls the Supplier or its management and / or exercises decisive influence over it). In the event of any inconsistency between the provisions of this Clause and the provisions of Clause 3.6 of the GP of the Contract, the provisions of this Clause shall prevail. If due to Service provider's failure to fulfil contractual obligations the penalties by the competence institutions shall be applied to Buyer, the Services supplier shall indemnify the Buyer for all damages suffered as a result.

8.6. The Parties have agreed that the Buyer has the right to terminate the Contract unilaterally if during the Contract term appears at least one of the grounds established in Paragraph 58 point $4^1$ of Law of the Republic of Lithuania on Procurement by entities operating in the water, energy, transport and postal services sectors/ Paragraph 45 point $2^1$ of the Law of the Republic of Lithuania on Public procurement and / or in Council Regulation (EC) 765/2006 with further amendments.

8.7. As the relations of the Buyer with third parties are the subject of the Resolution of the Board of Lithuanian Bank No. 03-174 "On the approval of the description of information and communication technologies and security risk management requirements" approved on 26th of November 2020, the Service Provider undertakes to provide its employees and sub-suppliers training on information security and related themes to reduce human error, theft, fraud, abuse or loss and eliminate security risks in these areas. The training shall be organised no less than once a year. The Service provider shall immediately inform if it needs some extra information for these training sessions. Upon receiving the Buyer's request to submit the information on conduction of the training mentioned in this clause the Service provider shall immediately submit the necessary information.

8.8. The Supplier undertakes to uphold the values stipulated in the Buyer's codex of ethics, which is published on the Buyer's website www.post.lt.
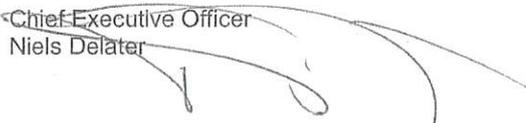
## 9. ANNEXES

9.1.    All annexes to this Contract shall constitute an integral part hereof. Each Party shall receive one copy of each annex to the Contract.

9.2.    The Annex to the Contract shall be the following:

    9.2.1.    Annex No 1 to the SP of the Contract – Contact persons;

    9.2.2.    Annex No 2 to the SP of the Contract – Technical specification;

    9.2.3.    Annex No 3 to the SP of the Contract – Confidentiality agreement;

    9.2.4.    Annex No 4 to the SP of the Contract – Agreement regarding processing of personal data;

    9.2.5.    Annex No 5 to the SP of the Contract – List of specialists performing the Contract;

    9.2.6.    Annex No 6 to the SP of the Contract – Prices of Services;

    9.2.7.    Annex No 7 to the SP of the Contract – List of Sub-suppliers.

## 10. DETAILS OF THE PARTIES

| Service Provider | Buyer |
|---|---|
| Spectos GmbH  Käthe-Kollwitz-Ufer 91, 01309 Dresden, the Federal Republic of Germany Registration number: HRB 24787 VAT identification number:  DE250074563 Bank account No. IBAN DE05 8002 0086 0323 2039 11  HYVEDEMM440 Tel. No.: +49 351 3202 5229 Fax. No.: +49 351 4656 1042 E-mail: info@spectos.com | AB Lietuvos paštas J. Balcikonio str 3, LT-03500 Vilnius, the Republic of Lithuania Registration number: 121215587 VAT identification number: LT212155811 Bank account No. LT71 7044 0600 0018 7388 AB SEB bankas Bank code 70440 Tel. No.: (8 700) 55 400 Fax No.: (8 5) 216 3204 E-mail: info@post.lt The director of the postal operations department Kastytis Valantinas |
| Chief Executive Officer Niels Delater | |

## CONTACT PERSONS

| 1. | The representative of the Buyer responsible for the performance of the Contract from the side of the Buyer | Andrius Sasnauskas, e-mail A.sasnauskas.@post.lt. tel. No. +370 6 1062667 |
|---|---|---|
| 2. | The representative of the Buyer responsible for the publication of the Contract and its amendments under the laws of the Republic of Lithuania | Eglė Dmukauskaitė, e-mail E.Dmukauskaitė@post.lt |
| 3. | The representative of the Service Provider responsible for the performance of the Contract from the side of the Service Provider. | Niels Delater, Chief Executive Officer e-mail niels.delater@spectos.com tel. No. +49 351 32025251 / +49 163 4441785 |
| 4. | In the absence of the persons referred to in clauses 1 to 3 the employees replacing them shall be considered as responsible for executing the functions indicated in those clauses mentioned. | |

## TECHNICAL SPECIFICATION
## OF THE PROCUREMENT OF VIDEO CODING SERVICES

1.                      Introduction

The service intended to be purchased by public limited liability company Lietuvos pastas (hereinafter referred to as the Buyer) is for the entry of data from postal packages and must operate according to the process described in this document and conform to the minimum requirements described below. The services offered by the Supplier must not pose a threat to the national security of Lithuania.

**Data input operator** – a person responsible for the correct input of the data not recognized by the parcel sorting system into Buyer's information system.

**Supplier** – the winner of the procurement of video coding services (one of the parties of the contract).

**Buyer** – AB "Lietuvos pastas"

2.                      Process description

The Buyer will provide a web-based keying application (hereinafter referred to as VCS). The data staff will access all the keying apps via a web browser (Chrome or Firefox). They will log in using individual accounts and passwords. The following sections provide the detailed requirements for the services.

**Remark**: If during the validity term of contract VCS system, used for video coding, is changed, the Supplier shall be obliged by its own efforts and funds to implement the necessary adaptations no later than within 1 month, after it gets all necessary technical conditions for the provision of the services from the Buyer .The preliminary system windows to be used for video coding are described below. The Buyer of VLC systems has the right to apply a fine of 100 EUR for each delayed calendar day.

**Postal code entry window:**

The operator will be presented with an image of either a letter or a parcel. He will then enter a 5-digit Postcode from the recipient's address. If the 5-digit Postcode is not indicated on the letter or parcel, he will enter the locality and municipality. The picture below shows an example of the Postcode keying (input) task.
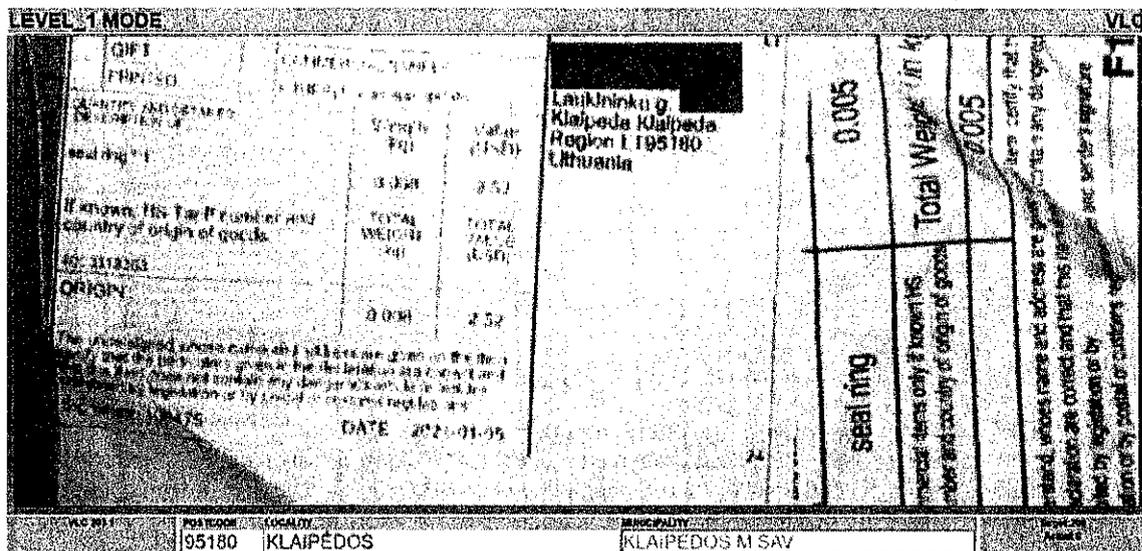


**Address entry window:**

The operator is presented with an image of either a letter or a parcel. He will enter the street name from the recipient address with the help of a prompter. The picture below shows an example of the Address Line keying task.

**First and Last Name entry window:**

The operator is presented with an image of either a letter or a parcel. He will enter the recipient's first and last name from the mail article. The picture below shows an example of the First/Last Name keying task.



**Window for entering the phone number:**

The data entry operator is presented with an image of the parcel or letter. From this image, it will enter the customer's phone number. The phone number consists of 11 digits. The image below shows an example of a phone number entry task.

8

**LEVEL 2 MODE**

37066000000

| VLC NO | TELEPHONE NUMBER |
|--------|------------------|
|        | 37066000000      |

**Task management**

Operators are assigned to keying tasks by the Supervisor and can only perform tasks to which they are assigned. If the operator is assigned to more than one task, the software attempts to keep the operator performing the same task until it is necessary to switch tasks.

The missing element shall be entered upon the receipt of the package image. The data shall be entered using the Latin alphabet; if any letters from the Lithuanian alphabet are presented, they must be entered using Lithuanian alphabet letters with the help of the keyboard with Lithuanian characters. Upon the completion of one task, the VCS system will automatically prompt the following task. If the video coding operator is unable to enter the required data due to a poor quality of the image, in this case, the images shall be sent to the Buyer for further special processing. For the purposes of video coding services, the supplier shall be granted with no more than 200 units of licences for connection to the VCS system.

**3. Preliminary quantities**

| Row No | Name of video coding service (data to be entered) | Preliminary quantities of the services (for period of 24 months), units |
|--------|---------------------------------------------------|--------------------------------------------------------------------------|
| 1 | Postal code/area | 5 280 000 |
| 2 | NAME= First name +Last name - OR - Company Name | 480 000 |
| 3 | PHONE NUMBER | 1 200 000 |

**4. Basic requirements for data entry**

| Row No | Name of video coding service (data to be entered) | Maximum time allocated for the entry of data (hours) | Level of data entry errors* |
|--------|---------------------------------------------------|------------------------------------------------------|-----------------------------|
| 1 | Postal code/area, address, full name/company name, phone number | 12 h from data submission | ≤ 8 % |

1. The service shall be provided on the 24/7 basis, except Christmas and Easter (information about the specific dates of the mentioned holidays will be provided to the Supplier in a separate message).

2. At the demand of the Supplier, the Buyer shall each monthly present the preliminary data entry flows according to the shifts, however, these data shall be treated as preliminary information only, therefore, the Supplier's liability for the fulfilment of an adequate quality parameters shall remain the same and shall not depend on the preliminary data presented.

**5. Supplier's statistics and reports**

1. On the basis of the data received from the Buyer the Supplier shall calculate, collect and provide statistics on the video coding operations according to the following criteria:

    1.1.    Quantity of data entries (in each row) per hour, day (twenty four hours), week, month, year, and not limited to these criteria.

    1.2.    Quantity of data entries made on time/with delay (in each row) per hour, day (twenty four hours), week, month, year, and not limited to these criteria.

    1.3.    Quantity of data entry errors (in each row) per hour, day, week, month, year, and not limited to these criteria.

2. The Supplier shall undertake to submit to the Buyer monthly reports on the provision of services in accordance with the form agreed with the Buyer together with the invoice for the provided services,

## 6. Requirements for integrity with the Buyer's systems

1.    The service shall be provided using the video coding software of the Buyer accessible via VPN tunnel.

2.    The Buyer shall be obliged to provide the video coding software (no more than 200 units of user licences) and VPN tunnel.

3.    If for the purposes of provision of the service is required to use the Buyer's virtual server is required, the Buyer shall provide up to 100 units of user licences at its own expense. If for the purposes of provision of the service a higher number of licences is required, the Supplier shall ensure availability thereof at its own expense.

4.    The Buyer shall provide the support for VCS software application and in a case of software failures the Supplier must contact the Buyer as soon as possible. The Buyer will not be responsible for the support of the Supplier's hardware.

## 7. Requirements for keying desk hardware

All keying desk hardware/software are the responsibility of the Supplier.

**Operating System:** Windows-7 or newer
**RAM:** Minimum 3GB; recommended: 4 GB;
**Browser:** Google Chrome or Firefox; IE is not supported.
**Hardware:**
Recommend having a GPU (Graphics Processing Unit) to improve image rendering speed.
Recommend 64 bit, 32 bit is acceptable.

Summary:

| Requirement | Responsibility |
| --- | --- |
| Keying Desk hardware/OS | Supplier |
| Installation and setup of keying desks | Supplier |
| Warranty and maintenance of equipment | Supplier |

## 8. Facilities

The Supplier shall provide the service in its own premises and be responsible for ensuring that the premises are suitable and have all the equipment and infrastructure necessary for the provision of this service.

## 9. Preparation for the provision of services and their provision

1. The Buyer undertakes to provide the Supplier with the technical parameters and features of connecting to VLC no later than within 15 calendar days from the date of entry into force of the contract. After receiving all the necessary technical conditions from the Buyer, the Supplier must prepare for the provision of services and start providing them within 1 month at the latest.

2. The supplier is given a deadline of no longer than 1 month for the full achievement of quality parameters, which starts counting from the start of service provision. During this period, the Buyer will not apply any penalties related to the achievement of quality parameters .If the Buyer determines that during the reporting period the supplier did not meet the quality service parameters or one of them (the monthly average values of the quality parameters exceeded those determined), the Buyer has the right to apply a 100 EUR fine to the Supplier, which is deducted from the VAT invoice of the reporting month submitted for payment.

3. The service is provided for 24 months.

4. The Supplier must include the costs related to the preparation of the service (for example: training of employees to use the system, compatibility costs of the Buyer's and the Supplier's systems, etc.) in the price of the offer and indicate it in the table in Appendix 1 of Appendix 2 of the Special Conditions of Purchase.

## CONFIDENTIALITY AGREEMENT

**AB Lietuvos pastas**, legal entity code 121215587, head office address at J. Balcikonio str. 3, Vilnius, the Republic of Lithuania (hereinafter – the Buyer), represented by Kastytis Valantinas, the director of the postal operations department, 2021 of the general director of the joint-stock company Lithuanian Post January 4 order no. 1-2021-00001, acting pursuant to the company's Articles of Association,

and

**Spectos GmbH**, legal entity code HRB 24787, head office address at Käthe-Kollwitz-Ufer 91, 01309 Dresden, the Federal Republic of Germany (hereinafter – the Service Provider), represented by Niels Delater, the Chief Executive Officer, acting pursuant to the company's Articles of Association,

hereinafter the Buyer and the Service Provider shall be jointly referred to as the parties and separately as the party,

Whereas:
- The parties concluded the contract for purchase of the video coding services, under which the Service Provider shall be obliged to provide to the Buyer the video coding services (hereinafter – the Service Contract);
- During performance of the Service Contract, the data important for the Buyer and its business, constituting confidential information, shall be disclosed and/or made available to the Buyer;
- Unlawful disclosure of such confidential information to the third parties may cause damages to the Buyer and/or his business interests,

Now, therefore concluded the present confidentiality agreement (hereinafter referred to as the Agreement):

## 1. CONCEPT OF CONFIDENTIAL INFORMATION

1.1. Confidential Information:

1.1.1 Any information expressed in any form (written, verbal, electronic, visual and/or other), which the Buyer transfers or which is disclosed to the Service Provider, and which constitutes the commercial and/or technological secret, comprising the commercial experience and information related to the Buyer's commercial technologies, operating model, know-how and/or other information, which holds commercial value, the secrecy of which the Buyer seeks to protect, including, but not limited to, the information related to the Buyer's operating procedures, human, intellectual and material resources, agreements, partners, all contracting partners, business projects, negotiations with partners, activity and/or business politics, and customers. The information related to the number of the Buyer's customers, composition of customers, their personal data, service provision procedures, service pricing, the Buyer's financial and accounting data, information system information (schemes, drawings, technologies, equipment manufacturers/models/versions, software manufacturers/models/versions, security systems, processes, any information in the information systems/databases, and sources codes), technologies used in the Buyer's operations, systems, operation principles of the business management system, evaluation algorithms performed by the system, performance of the obligations towards the Buyer, any information on the Buyer's customers, which the Buyer made available or which have otherwise become known to the Service Provider, as well as the prices offered and applied by the parties to each other, and any other information related to the Buyer and the Buyer's subsidiary companies, shall be deemed confidential;

1.1.2 All databases, analyses, remarks, clarifications, and other documents prepared by the Buyer or the third persons hired, which contain the information indicated in paragraph 1.1.1 of the Agreement or prepared on the basis of this information;

1.1.3 Any documents (both in paper and electronic form) created by the Buyer and transferred to the Service Provider in any form (written, electronic, etc.), which are not included in paragraphs 1.1.1 and/or 1.1.2 of the Agreement;

1.1.4 Information about the peculiarities of cooperation between the parties, as well as any communication between the parties related to cooperation under the Service Contract and the present Agreement, the Service Contract, the present Agreement, its terms and conditions, annexes and/or their copies, as well as any other information transferred during performance of these contracts.

1.2. If the Service Provider has doubts about whether any specific information pertaining to the Buyer provided by the Buyer or otherwise disclosed is confidential, the Service Provider must treat such information as confidential in the procedure set forth in this Agreement, unless the Buyer confirms otherwise. The confidentiality requirements shall not apply to the publicly accessible information.

## 2. SUBJECT-MATTER OF THE AGREEMENT

2.1. The Service Provider shall be obliged to use the Information received from the Buyer only for the following purpose: performance of the Service Contract concluded between the parties. The Service Provider also undertakes to protect confidential information, not to disclose it to any third parties, to ensure that confidential information is not available in any form to the persons who are not entitled to receive it.

## 3. RIGHTS AND DUTIES OF THE SERVICE PROVIDER

3.1. The Service Provider shall be obliged to use the confidential information received or made known by the Buyer only for the purposes indicated in paragraph 2.1 of the Agreement.

3.2. The Service Provider shall have the right to disclose confidential information or parts thereof only:

3.2.1. To the Service Provider's employees, which must be familiarised with the confidential information for the purposes of performance of the Agreement;

3.2.2. Upon receipt of prior written consent of the Buyer, to the third persons hired by the Service Provider, if they must gain access to the confidential information for the purposes of performance of the Agreement;

3.2.3. To the respective state authorities, officials and other persons, which must have access to such information pursuant to the imperative provisions of the laws of the Republic of Lithuania (only in the scope that must be disclosed upon a lawful request of the said persons). In such a case, the Service Provider, having received the request to disclose confidential information entrusted to it by the Buyer, must immediately inform the Buyer about it in writing.

3.3. The Service Provider shall be obliged to inform the persons to whom the confidential information is lawfully disclosed that this information is confidential, and to ensure that every person who will directly or indirectly work with the confidential information, familiarise therewith and/or have access thereto shall be able to receive or familiarise therewith, comply with the conditions of this Agreement, protect confidential information, shall not disclose confidential information to the third persons who are not authorities to receive it, and shall not use it for personal purposes, and shall undertake under signature to treat confidential information in the manner provided for in the Agreement, and bear joint liability with the Service Provider for the violation of their obligations.

3.4. The Service Provider shall be obliged to implement the technical and organisational protection means of the confidential information received or disclosed in order to ensure its protection against access to the persons not authorised to receive or know such information.

3.5. The Service Provider must immediately notify the Buyer if it has become aware or has reasonably suspected that confidential information may or has been disclosed to persons who are not entitled to receive or know it and make every effort to prevent such violations, eliminate the consequences of violations, while the offenders would face legal liability or any other legal effect.

3.6. The Service Provider shall ensure full secrecy of the confidential information, not to discuss, transfer or otherwise disclose it to the third person, except the exceptions provided for in this Agreement, not to make any copies, extract, excerpts and/or other entries of the confidential information, except where necessary for the performance of the Agreement, to store the confidential information with care in a reliable place provided with due protection, not to carry it around and not to act in a manner that could lead to its disappearance, loss or loss of control by the Service Provider, and take other means necessary to avoid illegal reproduction, use and/or disclosure of confidential information.

3.7. The Service Provider shall be obliged to ensure that neither during validity of the Service Contract, nor upon its expiration, the confidential information in any form or its extract become available to the persons not authorised to receive it.

3.8. When the information received from the Buyer is no longer used for the purposes set forth in the Agreement, the Service Provider shall be obliged within 20 (twenty) business days fully delete or instruct the person this confidential information was disclosed to destroy or fully delete all documents containing confidential information, without leaving any copies on any media. The Service Provider shall be obliged to immediately present to the Buyer the written confirmation of performance of the requirements set forth in this paragraph of the Agreement. Upon request of the Buyer, the Service Provider shall be obliged within 5 (five) business days to return all the material media of confidential information in his possession to the Buyer and ensure that all other persons this information was transferred to, return the material media of confidential information in their possession.

## 4. LIABILITY

4.1. If the Service Provider discloses the confidential information provided by the Buyer or otherwise made available to the third persons without the Buyer's consent, or otherwise violates the Agreement, the Service Provider shall be obliged to pay a fine in the amount of EUR 3,000 (three thousand euro) for

each case of violation of the Agreement. However, if the damages incurred by the Buyer exceed the amount indicated in this paragraph, the Service Provider shall also be obliged to compensate the damages exceeding the said amount, as well as the loss of income by the Buyer, and loss of income by other persons through illegal use of the Buyer's confidential information disclosed by the Service Provider.

4.2. The amount stated in paragraph 4.1 of the Agreement shall be considered to be the minimum potential damages of the Buyer established in advance, and the Buyer shall not be required to prove the size of his damages incurred. The Parties agree that the amount of damages agreed upon by the parties is not too high and is of a reasonable amount taking into account the volume of the parties' obligations and consequences of nonfeasance of the obligations towards the Buyer, and it is not prejudicial to the balance of the interest of the parties.

4.3. In the event of violation of the Agreement, the Service Provider shall pay the amount indicated in paragraph 4.1 of the Agreement to the Buyer within 30 (thirty) days of the date of each such violation.

## 5. FINAL PROVISIONS

5.1. The present Agreement shall come into effect as of the effective date of the Service Contract and shall be valid for a period of 2 (two) years following expiration of validity of the Service Contract. The Agreement shall be valid and apply both to the confidential information which the Buyer transferred or otherwise disclosed to the Service Provider prior to coming into force of the Agreement and confidential information which the Buyer disclosed and/or otherwise transferred to the Service Provider following coming into force of this Agreement.

5.2. If following the effective date of this Agreement, the parties conclude other agreements, this Agreement shall also apply to the relationship of the parties that arise prior to conclusion of that agreement, during validity of the Agreement or upon its expiration, unless otherwise provided for in the contract (the concept of the Service Contract used in the Agreement shall also mean other agreements between the parties indicated in the preamble to the Contract).

5.3. The provisions of this Agreement shall not apply to the information, which is not treated as confidential.

5.4. The Agreement may be amended or supplemented by written agreement of the parties.

5.5. The present Agreement shall be governed by the law of the Republic of Lithuania applies to the Agreement.

5.6. Neither party shall have the right to transfer their rights and duties under the Contract or part thereof to any third persons without a written consent of the other party.

5.7. The Agreement shall be made in a simple written format in the Lithuanian and English language in two counterparts bearing equal legal standing. Each party shall keep one copy of the Agreement.

5.8. Any disputes between the Parties shall be settled by negotiations. If the Parties fail to settle a dispute amicably, it shall be settled in accordance with the law of the Republic of Lithuania in Vilnius court of law.

| Service Provider | Buyer |
|---|---|
| Spectos GmbH | AB Lietuvos paštas |
| Käthe-Kollwitz-Ufer 91, 01309 | J. Balcikonio str 3, LT-03500 Vilnius, |
| the Federal Republic of Germany | the Republic of Lithuania |
| Registration number: HRB 24787 | Registration number: 121215587 |
| VAT identification number: DE250074563 | VAT identification number: LT212155811 |
| Bank account No. IBAN DE05 8002 0086 0323 2039 11 HYVEDEMM440 | Bank account No. LT71 7044 0600 0018 7388 AB SEB bankas |
| Tel. No.: +49 351 3202 5229 | Bank code 70440 |
| Fax. No.: +49 351 4656 1042 | Tel. No.: (8 700) 55 400 |
| E-mail: info@spectos.com | Fax No.: (8 5) 216 3204 |
| | E-mail: info@post.lt |
| Chief Executive Officer Niels Delater | The director of the postal operations department Kastytis Valantinas |

## AGREEMENT REGARDING PROCESSING OF PERSONAL DATA

The present agreement regarding processing of personal data (hereinafter – the Agreement) shall govern the personal data processing relationship, namely, the entry of the data provided on the parcels into the information system, arising from *the contract for the provision of video coding services*, concluded between **AB Lietuvos paštas**, legal entity code 121215587, head office address at J. Balcikonio str. 16, LT-03500 Vilnius, the Republic of Lithuania, represented by Kastytis Valantinas, the director of the postal operations department, 2021 of the general director of the joint-stock company Lithuanian Post January 4 order no. 1-2021-00001 and **Spectos GmbH**, legal entity code HRB 24787, head office address at Käthe-Kollwitz-Ufer 91, 01309 Dresden, the Federal Republic of Lithuania, represented by Niels Delater, the Chief Executive Officer of the company (hereinafter the Contract).

AB Lietuvos paštas shall be referred to as the Controller, and Spectos GmbH shall be referred to as the Processor.

AB Lietuvos paštas and Spectos GmbH shall be jointly referred to as the Parties, and separately as the Party.

The Agreement shall be the integral part of the Contract. The Agreement shall not change any other provisions, terms and conditions of the Contract, except in cases discussed separately in this Agreement.

The parties performing the Agreement shall comply with the General Data Protection Regulation (EU) 2016/679 (hereinafter – the GDPR), the Republic of Lithuania Law on Legal Protection of Personal Data, other legal acts regulating processing of personal data (hereinafter jointly referred to as the legal acts governing protection of personal data).

The concepts presented in the Agreement, which are capitalised, shall be understood as defined in the present Agreement and/or the Contract. Other concepts used in this Agreement shall be understood as defined in the legal acts governing protection of personal data.

1.      Ground and purposes of provision of data

1.1. The personal data shall be processed in the presence of a legitimate reason – to ensure due performance of the Processor's obligations under the Contract.
1.2. By means of this agreement, the Controller shall provide lawful instructions to the Processor for processing of personal data under the conditions and in the procedure set forth in the Agreement.

2.      Obligations of the Controller

2.1. The Controller hereby confirms that processing of personal data indicated in Annex No 1, the ground for which is the Contract and the Agreement concluded between the Parties, is legal and in conformity with the legal acts governing protection of personal data.
2.2. The Controller hereby confirms that the necessary instructions are provided to the Processor in the Agreement and annexes thereto, and if necessary, shall be provided during the period of performance of the Contract and the Agreement regarding the processing of personal data performed upon the order of the Controller.
2.3. The Controller shall be obliged, upon request of the Processor, to immediately, however, no later than within 10 (ten) business days provide necessary information to the Processor, which is related to processing of personal data processed under this Agreement in accordance with the requirements of this Agreement and legal acts.

3. Obligations of the Processor
3.1. When processing personal data, the Processor shall be obliged to comply with the requirements of the legal acts governing protection of personal data, the Agreement and annexes thereto, and other lawful orders of the Controller. The personal data processed by the Processor by the order of the Controller, the purpose of processing, scope and conditions thereof shall be indicated in Annex No 1 to the Agreement.
3.2. The Processor shall be obliged to process the personal data of the Controller stored in the Video coding System of the Controller (in the module of this particular system designated for video coding available on parcels into the said system from a photo), only in the scope required for the provision of the service under the Contract.

3.3. The Processor shall be obliged not to copy in any form and manner the personal data processed under this Agreement, not to upload to own equipment or information systems or that of the third parties, and not to process the data in any other manner not provided for in this Agreement.

3.4. During processing of the personal data, the Processor shall be obliged to provide offers, if any, regarding the organisational and technical measures designed to protect the personal data processed against accidental or unlawful destruction, damages, modification, loss and disclosure, as well as against any other unlawful processing and installation. These measures should ensure the required level of security which would correspond to the nature of the personal data processed and the risk represented by the processing, as well as the requirements of the legal acts.

3.5. The Processor shall be obliged to ensure confidentiality of the personal data and guarantee that access to the personal data is granted only to those employees of the Processor or authorised persons, who need this access for the performance of their functions, and only the actions authorised to the Processor shall be carried out with the personal data in the scope necessary for due performance of this Agreement. The Processor shall be obliged to ensure that the persons authorised to process personal data are duly informed about confidentiality of personal data, are properly trained to perform their duties, and shall comply with the requirements applicable to processing of personal data provided for in the Agreement, lawful orders of the Controller and legal acts, and undertake to ensure confidentiality of personal data.

3.6. The Processor shall be obliged to ensure the protection measures indicated in the Security Requirements (Annex No to the Agreement). The Processor shall be obliged to ensure that these protection measures are implemented prior to commencement of processing of personal data, and that these measures are regularly maintained and, if required, updated, monitored and controlled. Upon receipt of the Controller's request, the Processor shall immediately, however no later than within 10 (ten) business days, inform the Controller about how the Processor complies and ensures that the persons related to the Processor and authorised by him comply with the Security Requirements, and what measures the Processor invoked in order to ensure conformity with the Security Requirements.

3.7. In the event of occurrence, suspected occurrence or if the Processor has reasons to believe that personal data breach has occurred, or the Processor is subject to any procedural actions of the State Data Protection Inspectorate related to processing of personal data processed under the Agreement and/or the Contract, the Processor shall immediately, however in any case no later than within 24 (twenty-four) hours of identification of the security incident, inform the Controller about it in writing free of charge.

3.8. The Processor shall take immediate measures to prevent any further damages due to the security incident that occurred and mitigate the consequences. The Processor shall present to the Controller the Notification with all information which according to the legal acts governing protection of personal data is necessary for the Processor to duly fulfil the obligation to notify the State Data Protection Inspectorate and data subjects, and to eliminate and mitigate the consequences of security breach.

3.9. The Processor shall be obliged to register all security breaches of personal data processed under the Agreement and the Contract, including the facts related to the breach, consequences and correction actions taken.

3.10. Upon receipt of the Controller's request, the Processor shall no later than within 24 hours provide to the Controller the required information on the security breach of personal data necessary for the Controller to duly comply with all the requirements of the legal acts governing protection of personal data and prove compliance with such requirements.

3.11. Where it is not possible to notify within 24 hours, the notification shall also contain the reasons for late notification, while information may be presented in stages without unsubstantiated further delays.

4. Implementation of the rights of the data subjects – duty to provide assistance

4.1. Upon request of the data subject, supervisory authority or third party issued pursuant to the legal acts governing protection of personal data asking the Processor to provide information about the personal data processed under this Agreement, without unsubstantiated delays, the Processor shall forward such request to the Controller.

4.2. The Processor shall be obliged to assist the Controller in as much as it is related to the personal data processing actions performed by the Processor in replying to the requests of the data subjects, supervisory authorities and third persons, and perform the Controller's obligations related to implementation of the rights of the data subjects, including, but not limited to, the right to demand to correct and delete personal data, right to personal data portability, the right to refuse to and restrict processing of personal data.

5. Right to conduct the audit.

5.1. The Processor shall be obliged to provide to the Controller free of charge all the information required in order to prove that all the obligations set out in the Agreement and legal acts are implemented, and to facilitate and help to ensure the Controller's right to conducts inspections and/or audit of the Processor seeking to investigate compliance with the requirements of the Agreement and/or legal acts.

5.2. The Controller shall have the right to perform the inspection and/or audit of the Processor no more often than once per year, upon presentation of the prior notice, without interruption of the Processor's

activities and free of charge, in the Processor's head office premises or other premises where the Processor can perform the activities related to the personal data processed under this Agreement, during the regular business hours. Such audit or inspections may be carried out by the Controller's employees or persons hired by the Controller and bound by the confidentiality obligations, who are authorised to perform such audit, and the inspection and/or audit carried out by them excludes any conflict of interest for the persons performing the audit and the parties to this Agreement. The expenses incurred on the audit or inspections by the Controller shall be borne by the Controller. However, if during the audit or inspections it is established that the Processor, his authorised and associated persons (including hired subprocessors) fail or inadequately fulfil their obligations, fail to comply with the legal acts and/or Controller's instructions, the Processor shall be obliged to compensate the Controller's expenses on the audit and/or inspections and immediately rectify any inconsistencies.

## 6. Subprocessing of personal data

6.1. For the purposes of processing of personal data, the Processor can engage the services of the subprocessor(-s) who render all or part of the services provided under the Contract, with prior notice to the Controller.

6.2. If the Contract between the Controller and the Processor came into force before this Agreement, the Processor shall inform the Controller within 10 (ten) days of the effective date of this Agreement about the subprocessor(-s) engaged prior to the effective date of the Agreement.

6.3. The subprocessor(-s) hired by the Processor shall be subject to the same data protection obligations as those established in relation to the Processor in the Agreement and annexes thereto. Upon receipt of the Controller's request, the Processor shall be obliged immediately, however no later than within 10 (ten) business days, to provide the main terms and conditions of the written agreement concluded with the subprocessor(-s), which, aside from other information, must contain information on the subprocessor(-s) according to the questions presented in Annex No 1.

6.4. Upon receipt of the Controller's request, the Processor shall immediately, however no later than within 10 (ten) business days inform the Controller about the measures the subprocessor(-s) invoked in order to ensure conformity with the present Security Requirements.

6.5. If the Controller objects to the transfer of personal data to the subprocessor(-s), the Processor shall be obliged to continue performance of his obligations under the Agreement.

6.6. If the subprocessor(-s) fails/fail to comply with the legal acts governing protection of personal data or fail to fulfil the mandatory data protection obligations set forth in their written agreement with the Processor, the Processor shall bear full liability for performance of the obligations of the third persons towards the Controller under the legal acts governing protection of personal data or agreement concluded.

6.7. The Processor shall be obliged to possess and present the updated entries of the data processing actions, including the name and contact details of each entity acting as the subprocessor(-s), representative (including data protection officer, if any) and head office address.

## 7. End of processing of personal data

7.1. When processing of personal data is no longer required for the performance of the Processor's obligations under the Contract, or if the validity of the Contract expires, or the Contract is terminated, or on another ground indicated by the Controller, the Controller shall cancel all the access to the Controller's Video coding System granted to the Processor.

## 8. Personal data processing term and method

8.1. The parties hereby agree that the Processor shall process personal data directly in the Controller's Video coding System. The Processor shall not be authorised to copy the personal data available in the Controller's Video coding System, transfer them or process in other locations that the Controller's information systems. Accordingly, the Processor shall process personal data, i.e., have access to personal data available in the Controller's Video coding System, only while such access is granted by the Controller.

## 9. Liability

9.1. The Processor shall be liable for all direct damages caused by the Processor, his employees or subprocessor(-s) to the personal data subjects, the Controller, the Controller's customers cooperation partners or third parties by improper performance and/or violation of the Agreement, the Contract, the Controller's orders and/or legal acts governing protection of personal data.

9.2. The Processor shall be obliged to compensate all Controller's direct damages, including, but not limited to, the damages related to the fines imposed by the state authorities.

9.3. The Processor shall bear full liability for the actions of the employees and compliance with the Security Requirements set out in Annex No 2.

9.4. Any violation of the Processor's obligations provided for in the legal acts governing protection of personal data or the Agreement committed by the Processor (or his subprocessor(-s)) shall be considered to be the material breach of the Agreement and/or Contract.

9.5. The Processor shall have no right to any compensation of the expenses incurred during performance of the obligations set forth in the Agreement.

## 10. Other provisions

10.1.   The parties understand and agree that the GDPR applicable as of 25 May 2018, provides for new obligations related to processing of personal data. The Processor hereby confirms that during performance of the obligations set forth in this Agreement and/or the Contract, the Processor shall comply with the provisions of the GDPR and ensure protection of the rights and freedoms of the data subjects pursuant to the good practices and instructions of authorities no later than the effective date of the GDPR stated above.

10.2.   The Processor shall be obliged to ensure that the Processor's employees performing processing of personal data are informed about the Processor's obligations provided for in the Contract and the Agreement, and comply therewith.

10.3.   All notifications under the Agreement must be made in writing and deemed received: (i) in 5 (five) calendar days of dispatch by registered mail to the party's head office address, (ii) if sent with acknowledgement of receipt – on the date the recipient signs that he received the document presented, (iii) if sent by electronic mail to the contact persons indicated by the parties in Annex No 1 – on the date of dispatch.

10.4.   The legal relations of the parties under this Agreement shall be governed by the legal acts governing protection of personal data, which comprise the law of the country of the Controller's head office address, i.e., the laws and other legal acts of the Republic of Lithuania, as well as the directly applicable EU legal acts.

10.5.   All the disputes arising in relation to this Agreement shall be settled by mutual negotiations between the parties. If the parties fails to reach agreement, any disputes, disagreements or demands arising from or in relation to the Agreement, or breach, termination or validity thereof, that cannot be resolved by negotiations, shall be settled in the court of the Republic of Lithuania according to the address of the Controller's head office, unless otherwise set forth in the legal acts.

10.6.   In the event of disagreements between this Agreement and the Contract in the field of protection of personal data, the provisions of this Agreement shall apply.

## 11. Validity, modification and termination of the Contract

11.1.   This Agreement shall become effective on the date of signing, and shall be valid depending on what comes first:
        11.1.1. the Contract is valid, or
        11.1.2. until the term indicated in the separate notification on termination of the Agreement sent to the Processor by the Controller.

11.2.   The confidentiality obligations of the Processor shall remain valid also upon expiration of this Agreement and/or the Contract.

11.3.   All the modifications and supplementations of the Agreement shall be valid if done in writing and approved by the signature of both Parties' representatives.

11.4.   The parties hereby confirm and guarantee that they possess all necessary authorisations to conclude the Agreement and comply therewith.

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

## 12. Annexes to the Agreement

12.1.   The annexes shall constitute an integral part of the Agreement and shall be interpreted in accordance with the provisions of the Agreement. Each party shall receive 1 (one) copy of each annex to the Agreement.

12.2.   The following annexes shall be attached to the present Agreement:
        12.2.1. Annex No 1 – Personal data processing terms and conditions.
        12.2.2. Annex No 2 – Security requirements.

13. Details and signatures of the parties:

| CONTROLLER: | PROCESSOR: |
|---|---|
| **AB Lietuvos paštas**<br>Legal entity code: 121215587<br>J. Balcikonio str. 3, 03500 Vilnius<br>the Republic of Lithuania | **Spectos GmbH**<br>Legal entity code: HRB 24787<br>Käthe-Kollwitz-Ufer 91, 01309 Dresden<br>the Federal Republic of Germany |

Annex No 1 to the Agreement

## Personal data processing terms and conditions

**1.** **The Processor shall perform the data processing activities indicated below upon Controller's order:**
the Processor shall process personal data in order to ensure due performance of the Processor's obligations under the Contract during provision of the video coding services of data available on the parcels to the Controller.

**2.** **The personal data processed are related to the following categories of data subjects:** Controller's customers

**3.** **The personal data processed are or can be of the indicated type of personal data:**
   1) Name and surname of the sender and recipient;
   2) Addresses of the sender and recipient;
   3) Contact details (phone number, e-mail address – if indicated on the parcel);
   4) Other personal data.

**4.** **Data processing methods**: the data are processed by granting access to the Controller's Video Coding System.

**5. Data processing actions**: entering of personal data into the Controller's Video coding System.

**6.** **Locations of storage of personal data**: the personal data are store in the Controller's Video coding System.

**7. Contact persons**

The parties shall indicate the contact persons, who are responsible for control of performance of the Agreement.

Contact persons (employees) authorised by the Controller:

| Row No | Name and surname | E-mail | Phone: |
|---|---|---|---|
| 1. | | | |

Contact persons (employees) authorised by the Processor:

| Row No | Name and surname | E-mail | Phone: |
|---|---|---|---|
| 1. | | | |

| 2. | | | |
|----|---|---|---|

8. Details and signatures of the parties:

| CONTROLLER: | PROCESSOR: |
|---|---|
| **AB Lietuvos paštas**<br>Legal entity code: 121215587<br>J. Balcikonio str. 3, 03500 Vilnius<br>the Republic of Lithuania<br><br>The director of the postal operations department<br>Kastytis Valantinas | **Spectos GmbH**<br>Legal entity code: HRB 24787<br>Käthe-Kollwitz-Ufer 91, 01309 Dresden<br>the Federal Republic of Germany<br><br>Chief Executive Officer<br>Niels Delater |

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## Security requirements

The Processor, his associated and authorised persons, as well as the subprocessor(-s) engaged by the Processor shall be obliged to comply with the indicated security requirements:

**1.    Hardware and software**

1.1. Computerised workstations (hereinafter – the KWS) and servers:

1) the patches to fix critical and important software (hereinafter – the SW) security vulnerabilities must be installed;

2) separate accounts must be used for work and KWS administration;

3) the automatic user account lock must be used, which activated no later than in 15 min after user inactivity;

4) the real-time operating antivirus software must be used (must startup and be active during system startup); the virus database must be updated prior to scanning and automatically scan files before opening or activating them;

1.2. The Processor shall install the system protecting against malicious software in order to ensure protection of any software using during provision of the services to the Control against malicious software;

1.3. The Processor shall manage actively and in a timely manner all relevant technologies, including, but not limited to, operating systems, databases, applications, and vulnerabilities.

**2.    Risk management**

2.1. Pursuant to risk assessment, the Processor shall be obliged to implement due security control in order to ensure continuous confidentiality, integrity, accessibility and resistance of the data processing systems and services, including, but not limited to, the following measures:

a)    information accessibility shall be ensured using the access system and pursuant to the need-to-know and least privilege principles;

b)    ability of timely restoration of conditions and possibility to use personal data in the event of physical or technical incident;

c)    regular inspection, assessment and efficiency evaluation process of technical and organisational measures used to ensure security of data processing.

2.2. In order to determine the proper level of security, consideration must be taken of the hazards arising from data processing, primarily due to unintentional or unlawful destruction, loss, modification, unauthorised disclosure or illegal access to the data sent, stored or otherwise processed.

2.3. The Processor shall take measures in order to ensure that any Processor's subordinate natural person who is able to access the personal data cannot process them, except in cases where the Processor gives an order for processing thereof.

**3. Liability of the Processor**

4.1. The Processor shall not have the right to grant access to the Controller's data (this prohibition shall also apply to granting of new access, access upgrade, extension of access, etc. or granting of access to the network any other manner, modification thereof, etc.) to any other person without prior written consent of the Controller.

4.2. The Processor shall ensure that his employee process information in conformity to the confidentiality level required under the Contract and this Agreement.

4.3. The Processor shall grant all access rights in accordance with the need-to-know and least privilege principles.

4.4. The Processor shall ensure that all his employees have a personal and unique identifier (user ID) and use the authentication method which confirms and ensures user identity.

**4. Security of operations**

9.1. The Processor shall implement the modifications management process designated for modifications of the business processes, information management equipment and systems. The modifications management process must include tests and reviews performed prior to implementation of the modifications, e.g., emergency modification management procedures, restoration after failed modification procedures, entries of what has been modified, when and who performed the modification.

9.2. The Processor shall regularly review the event logs, analyse the recorded incidents and errors, and inform the Controller about unusual user activities identified. The Controller shall retain the event logs for a period of at least 6 months or a longer period provided for in the legal acts.

9.3. The Processor shall determine the security requirements for all respective technologies, such as operating systems, databases and applications.

9.4. The Processor shall be obliged to ensure that development is separated from testing and production environment.

## 5. Management of security incidents

5.1. The Processor must establish the procedures for management of the security incidents.

5.2. The Processor shall immediately, however, no later than within 24 hours, notify the Controller about the security incident, and provide all required information.

5.3. Where it is not possible to notify within 24 hours, the notification shall also contain the reasons for late notification, while information may be presented in stages without unsubstantiated further delays.
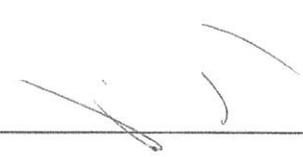
## 6. Business continuity management

6.1. The Processor shall establish the risks arising in respect of business continuity and take necessary actions to control and mitigate the risks.

6.2. The Processor shall confirm by documents the business continuity processes and procedures.

6.3. The Processor shall periodically assess the effectiveness of his activities related to business continuity and conformity to the requirements.

## 7. Conformity

1.1. Upon request of the Controller, the Processor shall immediately present to the Controller the answer to the inquiries regarding conformity to the present Security Requirements.

## 2. Details and signatures of the parties:

| CONTROLLER: | PROCESSOR: |
|---|---|
| **AB Lietuvos paštas**<br>Legal entity code: 121215587<br>J. Balcikonio str. 3, 03500 Vilnius<br>the Republic of Lithuania | **Spectos GmbH**<br>Legal entity code: HRB 24787<br>*Käthe-Kollwitz-Ufer 91, 01309 Dresden* |
| The director of the postal operations department<br>Kastytis Valantinas | Niels Delater |

## LIST OF SPECIALISTS PERFORMING THE CONTRACT

| No. | Specialist (name, surname) | Role attributed to the specialist for performance of the contract | Involvement grounds |
|---|---|---|---|
| 1. | | | Employee |
| 2. | | | Employee |

## PRICES OF SERVICES

| No | Name of service | Time of service | Suggested price for 1 piece Eur without VAT |
|----|----|----|----|
| 1 | 2 | 3 | 4 |
| 1 | Data entry service (data to be entered): Postal code, location, address/postal name/country | 24 hours a day | 0,0209 |
| 2 | Data entry service (to be entered): first name last name and/or company name | | 0,0208 |
| 3 | Data entry service (to be entered): Telephone number | | 0,0083 |

## LIST OF SUB-SUPPLIERS

| No. | Name of Sub-supplier | Services to be provided by the Sub-supplier | |
|---|---|---|---|
| 1. | | | of |