



Eesti Firma OÜ is a licensed provider of the services of a legal address and a contact person in the territory of the Republic of Estonia (License No. FIU000144) and carries out its business activities pursuant to the laws of the Commercial Code and the Anti-Money Laundering and Counter-Terrorist Financing Law of the Republic of Estonia, as well as pursuant to Directive 2015/849/EC.

Tallinn, 20.10.2023

AGREEMENT

for Provision of Legal Address and Contact Person Services in Estonia

Eesti Firma OÜ, registration code 14164797, hereinafter referred to as the "Bureau", represented by Management Board [REDACTED], acting on the basis of the charter,

and

The Public limited liability company Lietuvos pastas, legal entity code 121215587, having its registered office at J. Balčikonio str. 3, 03500 Vilnius, Lithuania, hereinafter referred to as the "Client", represented by [REDACTED] Director of Postal Operations Division, acting in accordance with 03-10-2023 Decision of shareholder No. DGJ-2023/183, the shareholder of Unisend Eesti OÜ (being established) and acting on behalf of Unisend Eesti OÜ, acting on the basis of the charter

Hereinafter collectively referred to as the "Parties", have entered into this agreement as follows:

1. SUBJECT-MATTER OF AGREEMENT

- 1.1. "Legal Address" Service. The Client shall be hereunder entitled to use in the Commercial Register of the Republic of Estonia (the "Commercial Register", *Äriregister in Estonian*) the legal address of the Bureau, in particular, **Vesivärava 50 - 301, Tallinn**, as its legal and contact address.
- 1.2. "Incoming Correspondence Redirection" Service. The Bureau shall hereunder provide the Client with the services as to acceptance and redirection of the digitalized copies of any incoming correspondence to the Client's contact e-mail, and as to storage of any received correspondence within the dates set herein.
- 1.3. "Point of Contact" Service. The Client shall be hereunder entitled to use in the Commercial Register as its point of contact (the "Point of Contact", *Kontaktisik in Estonian*) the contact details of the Bureau – Eesti Firma OÜ, registration code 14164797, address at: Väike-Paala 2, Tallinna linn, Harju maakond, 11415, e-mail: info@eestifirma.ee.

- 1.4. The above services shall be provided to the Client only and in no way to any other legal entities affiliated with the Client owners and management board members, as well as in no way to the Client owners and management board members in their capacity of individuals.

2. PRICE AND PAYMENT OF SERVICES

- 2.1. The services listed in Clauses 1.1 and 1.2 hereof, namely, the "Legal Address" service and the "Incoming Correspondence Redirection" service shall not be provided separately from each other. The total price for these services shall amount to EUR 150 a year.
- 2.2. The price of the "Point of Contact" service referred to in Clause 1.3 hereof shall amount to EUR 150 a year.
- 2.3. The above price for the Bureau services shall be exclusive of any potential VAT.
- 2.4. The Bureau reserves the right to regulate the value of any services provided to the Client over every new term hereof.
- 2.5. If the Client fails to notify the Bureau 30 days prior to the Term expiry of its intention to cease the agreement, the agreement shall be deemed to have been extended for one term and shall be payable pursuant to an invoice issued by the Bureau to the Client.
- 2.6. The services shall be paid according to invoices issued by the Bureau to the Client.
- 2.7. The Client shall pay for the services in cash at the Bureau's office or by bank transfer to the Bureau's bank account.
- 2.8. A default interest for every day of delay shall be 0.5%.

3. RIGHTS AND OBLIGATIONS OF PARTIES

- 3.1. The Bureau shall:
- 3.1.1. Accept all incoming postal correspondence in the Client's name that includes any hard copies.
- 3.1.2. Not accept any mails in the client's name that include any items (parcels) without prior approval of the Client. The Client shall notify the Bureau of any planned parcel (including any letter with a bank card or any other small item) in its name. The Bureau shall be entitled to deny accepting any planned mail without giving any reasons.
- 3.1.3. Not accept any mail in the Client's name if it contains any item, origin and safety of which cannot be identified.
- 3.1.4. E-mail to the Client the scanned counterpart of any received hard copy within three days of the receipt thereof, but maximum 10 incoming mails of up to 5 pages each per month. If the number of the incoming mails or their volume exceeds the above criteria, the Parties shall separately agree on the mailing cost of such scanned incoming correspondence and the Bureau shall be entitled not to send to the Client any incoming correspondence until the Client gives its consent thereto.
- 3.1.5. Keep all the correspondence received in the Client's name within 30 calendar days. Upon expiry of said period, the correspondence shall be destroyed. Upon the Client's separate request, a certain mail may be kept up to 180 days.
- 3.1.6. Not accept any incoming correspondence in the Client's name that does not fit into the Bureau's post box (an over-A4-format mail and a mail that is more than 1 cm thick).
- 3.1.7. Not accept any incoming correspondence in the Client's name against a personal signature of its employees.
- 3.2. The Client shall:

- 3.2.1. Carry out its business in compliance with the laws and good practice of the Republic of Estonia and the European Union.
- 3.2.2. Agree and authorize the Bureau to open and create any digitalized (scanned) copies of all incoming correspondence in the Client's name. If the Client does not wish that the Bureau opens any certain mail, the Client shall notify of it beforehand in writing and such a mail shall not contain any things.
- 3.2.3. Submit to the Bureau its new details within 3 days should any contact data of the Client change that are set forth in Section 7 hereof.
- 3.2.4. Prevent and, in case of occurrence of any prerequisites, notify the Bureau of any circumstances that in any way may inflict a material, reputational or any other harm to the Bureau due to performance hereof.
- 3.3. Any postal correspondence shall be deemed to have been delivered to the Client at the time when it was sent to the Client by the Bureau to the pre-agreed e-mail or business address of the Client.

4. POINT OF CONTACT

- 4.1. As the Client's point of contact, the Bureau shall deal exclusively with receiving any process documents and deeds of any third parties, as addressed to the Client.
- 4.2. The process documents and third-party deeds shall be deemed to be both hard and electronic copies served to the Bureau's contact details and addressed to the Bureau as the Client's point of contact.
- 4.3. Should any process documents or third-party deeds be delivered to the point of contact, it shall be deemed that the Client has also received such a mail. The Client knows and fully understands any associated risks and potential legal implications.
- 4.4. The Point of Contact shall e-mail to the Client any received process documents or third-party deeds, being in a scanned or text format, within 3 business days.
- 4.5. The Bureau shall not translate any process documents or third-party deeds that it has received as a point of contact, as well as shall not comment on their content or give any legal opinion thereon.

5. AGREEMENT TERM, EXTENSION AND TERMINATION

- 5.1. The minimum possible term of providing the services, entering into and extending the agreement shall be one calendar year, hereinafter referred to as the term or the agreement term.
- 5.2. This agreement shall be made for a term from 20.10.2023 to 20.10.2024 with the possibility of its subsequent extension.
- 5.3. The Parties shall notify each other of unilateral termination hereof at least 30 days prior to the indented termination date hereof.
- 5.4. If, upon expiry of the period set in Clause 5.2 hereof, neither Party notifies the other one of its intention to terminate this agreement, the agreement shall be deemed to have been automatically extended for another term.
- 5.5. If the agreement is extended on the conditions set in Clause 5.4, the period for payment of an invoice for a new term shall be 14 days of the commencement date of such a new term of services provision. An invoice shall be e-mailed to the address indicated by the Client in Section 7 hereof.
- 5.6. The Parties shall be entitled to terminate the agreement by mutual arrangement at any time.
- 5.7. In case of termination hereof, the Client shall remove from the Commercial Register any information, contact data and details of the Bureau with regard to the "Legal Address" and "Point

of Contact" services. Such changes should be made before or at 11:59 p.m. on the last day of the validity term hereof, provided that termination hereof by the Client shall not be deemed to be effective, and the Bureau shall be entitled to charge a fee and impose any default sanctions until the Client fulfills all of its obligations to remove the information, contact data and details of the Bureau.

- 5.8. Should any conditions hereof set in Clause 5.7 be violated, the Client shall pay a penalty of EUR 50.
- 5.9. In case of any repeated failure to meet the requirements and conditions set in Clause 5.7 hereof, the Client shall pay a penalty of EUR 25 per overdue month, starting from the second month.
- 5.10. Upon termination hereof and the Client's failure to fulfill its obligations as to removal from the Commercial Register of the information, contact data and details of the Bureau, the Bureau shall have the exclusive right to report to the Commercial Register on the fact that the Client is no longer located at the Bureau's address and that the Client no longer has a point of contact. In this case, the Bureau shall not be responsible to the Client and any related persons for any possible consequences (including for involuntary liquidation of the Client as a legal entity).

6. AGREEMENT RECESSION

- 6.1. The Parties shall be entitled to recede from the agreement without giving any reasons, by sending at least 30-day notice of it to the other Party.
- 6.2. The Bureau shall be entitled to unilaterally recede from the agreement without sending a prior notice, if the Bureau has legitimate concerns that the Client employs the Bureau's services for any crime or fraud, as well as for terrorism financing and money laundering.
- 6.3. The Bureau shall be entitled to unilaterally recede from the agreement without sending a prior notice, if the Client has failed to pay an invoice issued to it for the Bureau's services for more than 30 days.
- 6.4. If the Client has removed from the Commercial Register the information, contact data and details of the Bureau and has not notified the Bureau of it, this shall be deemed as that the Client unilaterally recedes from the agreement upon its initiative.
- 6.5. In case of any recession from the agreement, any amounts transferred by the Client as payment for the Bureau's services shall not be refunded.
- 6.6. In case of any recession from the agreement, the Client shall remove from the Commercial Register the information, contact data and details of the Bureau regarding the "Legal Address" and "Contact Person" services, provided that any recession from the agreement by the Client shall not be deemed to be effective, and the Bureau shall be entitled to charge a fee and impose any default sanctions until the Client fulfills all of its obligations to remove the information, contact data and details of the Bureau.
- 6.7. In case of any recession from the agreement and the Client's failure to fulfill its obligations as to removal from the Commercial Register of the information, contact data and details of the Bureau, the Bureau shall have the exclusive right to report to the Commercial Register on the fact that the Client is no longer located at the Bureau's address and that the Client no longer has a point of contact. In this case, the Bureau shall not be responsible to the Client and any related persons for any possible consequences (including for involuntary liquidation of the Client as a legal entity).

7. ADDITIONAL SERVICES AS TO DELIVERY OF INCOMING CORRESPONDENCE

- 7.1. The cost of redirecting any incoming correspondence by ordinary mail shall be EUR 15.
- 7.2. The cost of redirecting any incoming correspondence by courier shall be EUR 50, but may be changed depending on the point of destination.
- 7.3. The cost of resending any mails containing any items (parcels) shall be agreed between the Parties separately.
- 7.4. The Bureau shall not be liable for delivery of any incoming correspondence and mails, if a mail was lost, was not delivered or was damaged at the fault of the delivery service, frontier services or customs services, as well as through the Client's fault.

8. DISPUTE RESOLUTION AND RESPONSIBILITY OF PARTIES

- 8.1. The Parties shall bear responsibility in accordance with this agreement and the applicable legislation of the Republic of Estonia.
- 8.2. All disputes and disagreements shall be resolved by the Parties through negotiations. Should it be impossible to resolve a dispute through negotiations, such a dispute shall be submitted to the Harju County Court according to the procedure set by laws of the Republic of Estonia.
- 8.3. The Client fully understands all legal risks associated with the Bureau's services and any risks inherent to the communication problems and costs. The Bureau shall in no way bear material or any other responsibility for the Client's business, including for any consequences associated with use and provision of the Bureau's services contemplated herein.
- 8.4. The Bureau reserves the right to terminate or suspend performance hereof should the Client fail to fulfill its obligations. Any payments made shall not be refunded.

9. CONFIDENTIALITY

- 9.1. The conditions of this Agreement and other contracts and appendices hereto shall be confidential and may not be disclosed, unless otherwise provided by laws of the Republic of Estonia and the European Union.
- 9.2. The Parties shall take any required actions to ensure that no one of their employees, agents, successors and other involved parties informs any third parties of the details of this Agreement and the appendices hereto without prior consent of the other party.

10. CONTACT DATA AND DETAILS OF PARTIES

	Bureau	Client
Name	Eesti Firma OÜ	AB Lietuvos pastas (the shareholder of Unisend Eesti OÜ (being established))
Registration Code	14164797	121215587
Address	Väike-Paala 2, Estonia, Tallinn 11415.	J. Balčikonio str. 3, 03500 Vilnius, Lithuania
Contact Telephone		
E-mail	into@eestifirma.ee	infobaltic@post.lt
Bank:	LHV Pank	AB SEB bank
Bank Account:	EE437700771002933349	LT71 7044 0600 0018 7388
SWIFT/BIC:	LHVBEE22	CBVILT2X

Representative		
Date of Birth or ID-code		
Residential Address		
Contact Telephone		
E-mail	info@eestifirma.ee	infobaltic@post.lt

This agreement has been made in two counterparts having equal legal force, one being for the Bureau, another one for the Client.

Signatures:

DETALŪS METADUOMENYS

Dokumento sudarytojas (-ai)	Vyresnysis teisininkas 03500 Vilnius	J.Jasinskio g. 16,
Dokumento pavadinimas (antraštė)	AGREEMENT FOR PROVISION OF LEGAL ADDRESS AND CONTACT PERSON SERVICES IN ESTONIA	
Dokumento registracijos data ir numeris	2023-10-24, S-2023/3907	
Adresatas	–	
Dokumentą derino		
Veiksmo atlikimo data ir laikas	2023-10-23 14:44:07	
Dokumentą derino		
Veiksmo atlikimo data ir laikas	2023-10-24 08:07:40	
Dokumentą pasirašė	Direktorius	
Veiksmo atlikimo data ir laikas	2023-10-24 08:20:04	
Registratorius	Administratorė	
Veiksmo atlikimo data ir laikas	2023-10-24 08:40:27	
Dokumento nuorašo atspausdinimo data ir jį atspausdinęs darbuotojas	2023-10-25 atspausdino IT produkto savininkas	

Nuorašas tikras
Lietuvos paštas
2023-10-25