

LEGAL SERVICES AGREEMENT

16-04-2025, No BP-250009

BALTPOOL UAB (hereinafter referred to as *the Customer* or *the Party*), registered at: Žalgiris str. 90-100, LT – 09303, Vilnius, Lithuania, represented by its Chief Executive Officer Andrius Smaliukas, acting under the Articles of Association of the Customer, and

Eversheds Sutherland Gadomska-Gołąb, Kunkiel-Kryńska, Szlachetka sp.k. (hereinafter referred to as *the Supplier* or *the Party*), registered at Al. Jerozolimskie 44, 00-024 Warszawa, Poland, represented by Marta Gadomska-Gołąb, Partner, hereby agree to the terms of this Legal services agreement (hereinafter referred to as *the Agreement*).

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. The Supplier, acting in observance of the Customer's instructions, shall provide the Customer with legal services related to the interpretation and application of Polish law, including but not limited to: the alignment and adaptation of the operational rules of the Biomass Energy Exchange (hereinafter referred to as *the Exchange*), operated by the Customer, with and to the Polish law and biomass market; legal advice on Customer's business activities in Poland; support in drafting, reviewing documentation; and drafting and advising on standard regulations applied to the participation in and trade on the Exchange (e. g. standard Exchange Terms of Trade, Terms of Supply, standard Exchange participant agreement, purchase and sale agreement, etc.) as well as any other relevant legal matters (hereinafter referred to as *the Services*). The Services shall be provided at the request and instruction of the Customer.
- 1.2. The Supplier shall provide the Services in accordance with to legal acts in force at the time of Service provision, applicable case law, legal doctrine and other sources of law, as well as relevant specialist literature, documents published by companies and/or documents provided individually by the Customer, insofar as they are necessary for the performance of a specific task. The Supplier shall comply with the rules of professional ethics for lawyers and other applicable codes of conduct.
- 1.3. The Services provided by the Supplier shall include, but shall not be limited to, any services and assistance of a legal nature that may be required by the Customer.
- 1.4. All property rights to any objects of intellectual property and/or results of creative activity created specifically for and during the provision of the Services under this Agreement (hereinafter referred to as **Deliverables**), for the entire duration of such rights in the Republic of Lithuania and abroad, shall be exclusively owned by the Customer, to the maximum extent permitted by applicable law. This shall not apply to any pre-existing materials, know-how, tools, or intellectual property developed or owned by the Supplier prior to or independently of this Agreement (hereinafter referred to as **Background IP**), provided that no such Background IP is incorporated into the Deliverables unless agreed in writing. If any Background IP is incorporated, the Supplier hereby grants to the Customer a non-exclusive, royalty-free, worldwide, perpetual license to use such Background IP as part of the Deliverables. The Supplier undertakes not to use in their own benefit, nor to transfer or disclose to any third party any internal-use, confidential and/or trade secret information received from the Customer, whether orally or in writing, in the course of the performing of this Agreement, to the extent not related to the performance of this Agreement.

2. DECLARATIONS AND WARRANTIES OF THE PARTIES

- 2.1. Each of the Parties hereby declares and warrants to the other Party that:
 - 2.1.1. the Party is duly incorporated and lawfully operating in accordance with legal requirements of its country of incorporation;
 - 2.1.2. by entering into this Agreement, the Party does not exceed its authority and does not violate any laws, regulations, court orders, articles of association, provisions, obligations and/or binding agreement;
 - 2.1.3. the representatives of the Party who have signed the Agreement are duly authorized to do so on behalf of the Party;
 - 2.1.4. the Party is not aware of any future changes in the legal environment that may affect the performance of the Party's obligations under this Agreement.
 - 2.1.5. the terms and conditions of this Agreement are clear, understandable, and enforceable.
- 2.2. The Supplier confirms that:
 - 2.2.1. it possesses all statutory permits, licenses, qualified specialists, as well as the organisational and technical resources necessary to provide the Services, it has valid civil liability insurance of at least 100 000 EUR in place that requirements applied to the providers of legal services (the Customer has the right to request the Supplier at any time during the performance of the Agreement to provide documents demonstrating the validity of the civil liability insurance);
 - 2.2.2. The Supplier, its specialists and entities operating in other jurisdictions under the same mark as the Supplier and other persons associated with the Supplier are not involved in any Conflict of Interests. The Supplier must refuse to provide the Services if the provision of specific Services gives rise to Conflict of Interests as defined in Clause 10.1. of this Agreement.
- 2.3. The Customer declares that it shall accept and remunerate for the Services provided they are delivered in timely and quality manner, in accordance with the provisions of this Agreement.

3. OBLIGATIONS OF THE SUPPLIER

- 3.1. The Supplier undertakes to provide the Services as efficiently and economically as possible and to fulfil all other obligations under this Agreement. The Supplier shall act as the Customer's representative and consultant, shall follow the Customer's instructions in all matters related to this Agreement and shall continuously support and protect the Customer's legitimate interests in any relationships with third parties, as well as properly perform other contractual obligations set out in this Agreement.
- 3.2. The Supplier undertakes:
 - 3.2.1. to provide the Services to the Customer within the agreed time limits and at the level of quality that complies with the requirements of this Agreement, established practice and applicable professional standards;
 - 3.2.2. to assume full responsibility for the quality of the Services provided;
 - 3.2.3. to keep confidential all information received from the Customer during the provision of the Services, unless expressly instructed otherwise by the Customer. The Supplier may provide information or comments regarding the Services or the Customer to the media, or make any other public statements only with the prior agreement of the Customer as to both the disclosure and its content;

- 3.2.4. to refrain from engaging in any activity that would be inconsistent with the Supplier's obligations to provide the Services to the Customer;
- 3.2.5. to avoid any Conflict of Interests in connection with the provision of the Services to the Customer throughout the term of this Agreement.

4. OBLIGATIONS OF THE CUSTOMER

- 4.1. The Customer undertakes:
 - 4.1.1. to provide the Supplier, within the terms and conditions set out in the Agreement, with all necessary documents, information and related material required for the proper provision of the Services;
 - 4.1.2. to pay the Supplier for the Services duly rendered and accepted as specified in Section 5 of this Agreement.

5. PRICE, TERMS OF SETTLEMENT

- 5.1. The Agreement price (maximum Agreement value) shall be 15 000,00 EUR exclusive of VAT. The Customer shall purchase the Services only in accordance with its actual needs and shall not be obliged to acquire any minimum or full volume of the Services from the Supplier.
- 5.2. The Agreement is subject to fixed rate pricing.
- 5.3. For the Services provided by the Supplier, the Customer undertakes to pay the Supplier the remuneration based on a single total hourly rate equal to 140,00 EUR per hour (excl. VAT). This rate shall apply to the Services rendered by the Supplier's advocate, assistant advocate, other lawyer or consultant. according to the single total hourly rate equal to 140,00 EUR per hour (excl. VAT). The remuneration payable by the Customer shall be calculated according to this hourly rate, based on the actual time spent by the Supplier's personnel directly providing the Services to the Customer and adding the amount of value added tax (if applicable).). The agreement is subject to reverse charge of VAT.
- 5.4. The amounts payable by the Customer shall be calculated applying the rates specified in Clause 5.3 of this Agreement, based on the report of the provided Services, as coordinated and agreed upon with the Customer.
- 5.5. Before issuing an invoice for the provided Services, the Supplier shall submit to the Customer, and coordinate with the Customer, a detailed report on the Services provided during the previous month (hereinafter referred to as **the Report**). The Report must be submitted not later than by the 6th day of the current month.
- 5.6. The Report shall include the following information:
 - 5.6.1. the settlement period which may not be earlier than the previous calendar month (i.e., the month preceding the invoicing month);
 - 5.6.2. the positions, names, surnames of specialists who provided the Services;
 - 5.6.3. a detailed description of the Services provided;
 - 5.6.4. the date on which the Services were provided;
 - 5.6.5. the time spent by each specialist in providing the Services with an accuracy of 0.25 hours;
 - 5.6.6. the cost of the Services for the specific assignment;

- 5.6.7. the amount of value added tax (if applicable);
- 5.6.8. the total price of the Services.
- 5.7. The Supplier shall be paid for the Services actually provided during the month within 30 (thirty) days of the date of receipt of the invoice. The basis for issuing the invoice shall be the Report, which must be attached to the invoice. This Report must be approved by the Customer's authorised representative via email prior to issuance of the invoice. The invoice issued by the Supplier must include the number of this Agreement, the total amount of hours of the Services provided during the reporting month as specified in the Report, the applicable rate and the total price. The Report must be submitted electronically not later than by the 6th day of the following month, and the invoice must be submitted electronically after approval of the Report, not later than the 10th day of the current month.
- 5.8. The Supplier must provide to the Customer all invoices, credit and debit documents, if they are issued during the performance of the Agreement, using the means of the information system "SABIS" (<https://sabis.nbfc.lt/>). All costs related to the submission of the accounting documents referred to in this paragraph via the information system "SABIS" shall be borne by the Supplier.
- 5.9. The Customer shall pay the invoices duly submitted by the Supplier and accepted by the Customer within the time limit specified in Clause 5.7 of the Agreement by bank transfer to the bank account indicated in the Agreement or in subsequent written notices of the Supplier.
- 5.10. If the Customer fails to make timely payments on the specified account, the Supplier shall have the right to suspend the provision of the Services and to demand payment for all Services provided up to the date and/ or to terminate this Agreement. Termination of this Agreement shall not release the Customer from the obligation to fulfill any outstanding or other obligations arising prior to the termination.

6. SERVICES PROVISION PROCEDURE AND TIME LIMITS

- 6.1. The Services may be provided orally or in writing, during remote and live meetings, via phone or email. The Services shall normally be provided on working days, unless otherwise agreed by the Parties.
- 6.2. Each Party shall be responsible for the protection of their systems and interests to the extent this is related to the use of correspondence by electronic means, and neither the Supplier nor the Customer (in each case including its respective partners, employees, sub-suppliers or agents) shall be liable to each other for any error, damage, loss or non-performance arising from or in connection with the use of an electronic method of transmission of information between the Parties, or because the Supplier has relied on such information in providing the Services.
- 6.3. Unless the Customer expressly notifies to the Supplier in writing that the Customer does not wish to receive an answer electronically, the Supplier may send the answer by email.
- 6.4. If the Customer requests the Supplier (its specialists) to attend the meeting, negotiations, telephone conference, or the like, the Supplier must delegate one person unless the Parties individually agree on a different number of specialists. If in the absence of agreement between the Parties on a different number of specialists, more than one of the Supplier's specialists is present, the Customer shall pay for the participation of only one person.

- 6.5. The Customer shall have the right to unilaterally suspend, at any time, the provision of the Services under this Agreement or any part thereof. In such case, the Customer shall unilaterally give notice to the Supplier in writing not later than 1 (one) working day in advance.
- 6.6. The Supplier shall provide the Services in English.
- 6.7. The time limits for the provision of the Services shall be agreed on a case-by-case basis, by email. If necessary, the estimated number of hours required for the provision of the Services necessary for carrying out the assignment may be determined in the same manner.
- 6.8. The Supplier must be able to provide the necessary Services within the shortest possible time limits specified by the Customer, i.e. the Supplier must be ready at any time to appoint, within the time limits agreed by the Parties those experts and/or specialists who are most competent and qualified to carry out the specific assignment of the Customer. The Supplier must ensure that the appointed experts (specialists) carry out the assignment of the Customer within the time limit agreed by the Parties and, if no individual deadline is agreed, not later than 3 (three) business days.
- 6.9. If the Customer needs, the maximum budget for a specific assignment from the Customer to the Supplier may be set in the same form (approvals by email) and (or) the anticipated maximum number of the Services' provision hours required for carrying out the assignment.
- 6.10. If the Supplier is unable to deliver the necessary Services within the timeframe or scope required by the Customer, Supplier shall have the right to refuse a specific request for Services promptly upon receiving the inquiry, but not later than within 1 (one) business day since the receipt of the Customer's request.

7. ENTRY INTO FORCE OF THE AGREEMENT, TERM AND TERMINATION CONDITIONS

- 7.1. The Agreement shall enter into force upon its signature by both Parties.
- 7.2. The Agreement shall remain in force for 12 (twelve) months from the date of signatures or until the maximum Agreement value of Services provided reaches the amount specified in Clause 5.1 of this Agreement, whichever occurs first.
- 7.3. The Customer shall have the right to terminate this Agreement unilaterally at any time by giving prior written notice to the Supplier five (five) business days in advance. In such case, the Customer must pay to the Supplier only such remuneration which is corresponding to the Services already properly provided to the Customer and to reimburse other reasonable costs directly related to such Services provided under this Agreement, incurred by the Supplier in order to implement the Agreement before receiving the notice of termination from the Customer.
- 7.4. The Supplier shall have the right to unilaterally terminate this Agreement by giving written notice to the Customer not later than 1 (one) calendar month in advance, if the Customer is more than 1 (one) month late in payment to the Supplier of the amounts due under this Agreement and fails to fulfil this obligation within the additional reasonable time limit set by Supplier in writing.
- 7.5. The termination of the Agreement shall not relieve the Parties of the duty to properly fulfil all their contractual obligations under the Agreement as provided for herein.

8. LIABILITY

- 8.1. The Supplier shall be liable under the Civil Code of the Republic of Lithuania for any damage suffered by the Customer due to unlawful actions of advocates, assistant advocates, lawyers or other personnel of the Supplier during the provision of the Services.
- 8.2. The civil liability of the Supplier, advocates, assistant advocates and/or other personnel shall be adequately insured throughout the term of this Agreement and shall not be limited by the amount of remuneration for the Services rendered.
- 8.3. The Supplier shall be liable for the non-performance or improper performance of legal services. However, the Supplier shall not be liable for the non-performance or improper performance of the Agreement as a result of (i) an event of force majeure, any other circumstances over which the Supplier does not have any control and/or (ii) untrue, inaccurate or incomplete information provided by the Customer or people acting on behalf of the Customer or at its request.
- 8.4. The Supplier shall not be required to verify the authorization of a given person by the Customer to contact the Supplier, provide data, commission and accept work.
- 8.5. The Supplier shall not be liable for the effects of legal advice or other services if, after they have been provided, a change in applicable law or in its interpretation by the courts or governmental administrative offices occurs. The Supplier's potential liability shall be limited to direct losses and shall not cover any indirect losses, such as lost profits.
- 8.6. If, in connection with the tax advisory services, the Customer incurs a loss or is exposed to a loss as a result of the non-performance or improper performance of the Agreement by the Supplier, the Supplier's liability in this respect shall be limited to three times the amount of fees paid to the Supplier for the provision of tax advisory services in a given matter.
- 8.7. If the Supplier's fees for providing tax advisory services in a given settlement period are determined on a flat rate basis, the Supplier's liability for any losses resulting from such services provided shall also be dependent on the amount of the direct losses incurred by the Customer in connection with the instruction completed in the said settlement period. However, in no event shall the amount of damages exceed three times the amount of flat rate fees paid for a given instruction in a given settlement period.
- 8.8. The implementation of the Agreement shall be secured by default interest. The Supplier, having violated the time limits for the fulfilment of the contractual obligations agreed with the Customer, undertakes to pay to the Customer a fine of 100,00 EUR per each day of the overdue obligations. If the Supplier breaches three times the contractual time limits agreed with the Customer, it shall be considered as material breach of the Agreement and it will be terminated due to the fault of the Supplier.
- 8.9. If the Customer fails to pay the Supplier for the Services provided within the time limit specified in this Agreement, the Customer, at the request of the Supplier, undertakes to pay default interest of 0.05 % on the outstanding amount per each day of late payment.
- 8.10. If the Agreement is terminated due to the fault of the Supplier, including material breach of the Agreement, the Supplier shall pay the Customer a fine of 10 % of the amount of the Agreement price.

9. SUB-SUPPLIERS AND SPECIALISTS, JOINT OPERATING AGREEMENT PARTNERS

- 9.1. Where the Agreement is concluded with joint operating agreement partners, such partners may be substituted in accordance with the procedure and on the grounds set out in the documents of the

procurement leading to the conclusion of this Agreement, subject to the prior written consent of the Customer to the substitution of the joint operating partners.

10. CONFLICT OF INTERESTS

- 10.1. Conflict of Interest - a situation where the Supplier or its Sub-Suppliers (including their lawyers, legal assistants, other employees, participants (partners), other persons engaged in the practice of law at the same place of work or at another place of work, using the same brand name) have or may have conflicting interests between existing clients or third parties and the Customer during the term of the Agreement. This includes situations where the provision of the Services to the Customer may entail a risk of breach of duties of confidentiality, breach of loyalty, breach of the obligation to act solely in the interests of the Customer, or the acquisition of an unjustified advantage. In the event of a conflict of interest or potential conflict of interest, the Customer shall have the right to authorise the Supplier in writing to provide specific Services to the Customer.
- 10.2. The Supplier acknowledges and warrants that the Supplier and the Sub-Suppliers involved thereby for the performance of this Agreement are not, and will not be involved in any Conflict of Interests throughout the term of validity of the Agreement as defined in Clause 10.1 of the Agreement.
- 10.3. The Supplier agrees and undertakes to pay the Customer a fine of 3 000,00 EUR for each case of violation of the absence of a Conflict of Interests provided in Clause 10.1 of the Agreement, which the Parties have agreed to consider to be minimum losses of the Customer that need not be proved, and to indemnify other direct and indirect losses of the Customer, to the extent that they are not covered by the paid fine. The Customer shall also have the right, upon detection of a case of a Conflict of Interests, to unilaterally terminate the Agreement due to the fault of the Supplier.

11. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 11.1. The Supplier (in this case considered as the Supplier shall be its advocates, assistant advocates, lawyers and other consultants, Sub-Suppliers, any third parties involved by the Supplier for the performance of the Agreement or its activities) shall not disclose to any third parties any information relating to the Agreement, the Customer's business or activities during the term of the Agreement and upon its expiry or termination without the express written consent of the Customer, unless such information is already known to the public in ways other than unauthorized disclosure by the Supplier, or if required by applicable laws, court or public authorities, about which the Supplier must inform the Customer in advance in as much detail as possible.
- 11.2. For breach of the confidentiality obligation provided for in Clause 11.1 of this Agreement, the Supplier shall pay the Customer a fine of 3 000,00 EUR for each case of violation, which by agreement of the Parties shall be considered to be minimum losses of the Customer that need not be proven, as well as shall compensate for other direct and indirect losses incurred by the Customer as a result of breach of confidentiality obligation to the extent that they are not covered by the amount of the paid fine.
- 11.3. It shall not be considered as a breach of the confidentiality obligation, if confidential information is disclosed to public authorities when required by legal acts, to advocates of the Parties, auditors, who are obliged *ex officio* to maintain the confidentiality of the information, after prior notification of the other Party.
- 11.4. The Parties agree, subject to their mutual obligations under this Agreement, that the provisions on the processing and protection of personal data shall apply where personal data (within the meaning

of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the **GDPR**) are processed for the purpose of preparing, concluding, implementing, administering and performing this Agreement, to implement a Party's legitimate interest, and in order to adequately enforce the requirements of legal acts applicable to the Party. The Parties agree that such personal data shall be processed in accordance with the following conditions and procedures:

- 11.4.1. each of the Parties, acting as an independent data controller, must fulfil all their obligations under the GDPR and other applicable data protection legal acts;
- 11.4.2. each of the Parties undertakes to process personal data received from the other Party (including the names, positions held, contact details, other data) solely for the purposes of conclusion and performance of this Agreement, for the purposes of potential or existing legitimate interest of the Party, as well as in order to properly fulfil the requirements of legal acts applicable to the Party;
- 11.4.3. each Party must inform its respective employees, partners and/or other representatives of the fact that their personal data may be disclosed and processed by the other Party and, where applicable and required, obtain the GDPR compliant consents and fulfil other obligations;
- 11.4.4. each of the Parties shall implement, at their own expense, the appropriate technical and organisational security measures to ensure the confidentiality and protection of personal data received from the other Party;
- 11.4.5. each of the Parties shall ensure that the personal data referred to above will be processed for no longer than is necessary for the purposes for which it was collected;
- 11.4.6. the Customer shall have the right to share personal data received from the other Party with other UAB „EPSO-G“ group companies and/or other Related Persons, as well as to transfer it to the data processors involved, as well as service providers who are separate data controllers, as well as to competent bodies, institutions, organizations, as well as other data controllers who have the right to receive the information, in accordance with applicable legal acts and/or the legitimate interests of the Customer;
- 11.4.7. the Supplier undertakes to provide this information to its employees and/or partners involved in the preparation, implementation, conclusion and performance of this Agreement;
- 11.4.8. the Parties undertake to reasonably assist each other in implementing their obligations under the GDPR and other applicable data protection legal acts (including responses to requests from data subjects).

12. DETAILS OF THE PARTIES

- 12.1. Information about the Parties:

13. MISCELLANEOUS

- 13.1. The Party may not assign its rights and obligations under this Agreement to third parties without the prior written consent of the other Party.
- 13.2. This Agreement shall be governed by the law of the Republic of Lithuania. All disputes and disagreements shall be settled by way of negotiations. Any dispute or disagreement that cannot be

resolved by way of negotiations within 30 (thirty) days, shall be settled by judicial proceedings before a competent court of the Republic of Lithuania.

- 13.3. The Supplier confirms that it is aware that the Customer is a contracting entity under the Public Procurement Law of the Republic of Lithuania (hereinafter referred to as the **PPL**) and that the Agreement will be made publicly available by the Customer in accordance with the procedure set out in PPL and the legal acts implementing it. The person designated by the Customer as responsible for the publicity of the Agreement and its amendments is:
- 13.4. During the period of validity of the Agreement, the Customer may acquire the Services and/or part thereof not only from the Supplier, but also from other third parties in the manner prescribed by legal acts.
- 13.5. This Agreement shall be signed by qualified electronic signatures of the representatives of the Parties.

FOR THE CUSTOMER:

Chief Executive Officer

Andrius Smaliukas

FOR THE SUPPLIER:

Partner

Marta Gadomska-Gołąb