

CONTRACT AGREEMENT TARGET VALIDATION SERVICES

Contract Details

Effective Date:	The date the Client signs and submits this Contract.
Client:	AB Ignitis Grupe
Client's address:	Laisves ave. 10, Vilnius, Vilnius municipality, 04215, Lithuania
Client's representative:	
Service Provider:	SBTi Services Limited (SBTSL)
Service Provider's address:	First Floor, 10 Queen Street Place London EC4R 1BE
Service Provider's VAT number:	GB462067106
Services Start Date:	The date of commencement of Services as determined by the Service Provider. Service Provider shall endeavour to provide Client with the Services Start Date at least ten (10) Business Days before commencement of Services.
Term:	The period from the Effective Date until the Services End Date, unless terminated earlier in accordance with this Contract in particular clause 10 (Termination).
Services:	Assessment of Client's Targets against Service Provider's standards and guidance, including the Key Deliverables, in accordance with the Service Type.
Services End Date	The date on which Service Provider furnishes the Key Deliverables to Client.
Key Deliverables:	<ol style="list-style-type: none">1. Initial screening by Service Provider to determine completeness of the applicable Target Submission Form submitted by Client.2. Assessment of Target(s) by Service Provider on the basis of

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	Client's Target Submission Form. Service Provider shall issue either: (i) a target validation report and letter for approved Targets or (ii) a decision letter with feedback for rejected Targets.
Service Type:	Near Term Update + Net-Zero validation PREMIUM
Fee:	\$19,000 USD
Delivery Date:	Key Deliverables to be provided to Client within 30 Business Days of the Services Start Date for Near Term Services or Target Update Services only ¹ , 60 Business Days for all other Service Types or any combination of Services.

1. This Contract is made up of the following:
 - a. The Contract Details; and
 - b. The Conditions
2. If there is any conflict or ambiguity between the Contract Details and the Conditions, then the Contract Details shall have priority.
3. This Contract has been entered into on the Effective Date.

For and behalf of Client

For SBTi Services Limited

¹ See here for definitions: <https://sciencebasedtargets.org/resources/files/SBT-Target-Validation-Service-Offerings.pdf>.

The Conditions

1. INTERPRETATION

1.1 Definitions:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with, the Service Provider.

Branding: the name(s), logo(s), trademarks (where applicable) and other branding (if any) of Service Provider as set forth in the SBTi Communications Guide as amended from time to time.

Business Day: a day other than a Saturday, Sunday, or public holiday in the United Kingdom.

Conditions: the terms and conditions set out in clause 1 (Interpretation) to clause 11 (General) (inclusive).

Contract: the contract between the Client and the Service Provider for the supply of the Services in accordance with the Contract Details and the Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010.

Deliverables: all reports, letters, products, and materials developed by the Service Provider or its agents, subcontractors, and personnel as part of or in relation to the Services in any form, including without limitation the Key Deliverables set out in the Contract Details.

Fee: the fee payable by the Client for the supply of the Services by the Service Provider, as set out in the Contract Details.

Intellectual Property Rights (IPRs): patents, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or

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will subsist now or in the future in any part of the world.

Progress Report: any report on the Client's progress towards its Targets, produced and made publicly available from time to time by the Service Provider, based on publicly available information and the publicly disclosable information set out in clause 7.1 (Publicly Disclosable Information).

Service Provider IPRs: all Intellectual Property Rights subsisting in the Services and the Deliverables, excluding all IPRs in the Service Provider's Branding.

Client IPRs: all Intellectual Property Rights created by or for Client prior to the Effective Date or outside of the scope of this Agreement.

Target: a greenhouse gas ('GHG') emissions reduction target of the Client to be assessed by Service Provider under the Contract.

Target Submission Form: the form including inventory and Target information completed and provided by Client to the Service Provider for its use to determine if the relevant Target meets its criteria in connection with provision of Services.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email.

2. COMMENCEMENT AND TERM

The Contract shall begin on the Effective Date and continue in force until the Services End Date, unless terminated earlier in accordance with this Contract [in particular clause 10 (Termination)] ('Term').

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3. SUPPLY OF SERVICES

3.1 The Service Provider shall supply the Services commencing on the Services Start Date and deliver the Key Deliverables to the Client in accordance with the Contract.

3.2 In supplying the Services, the Service Provider shall:

3.2.1 Perform the Services with reasonable care and skill; and

3.2.2 Comply with all applicable laws, statutes, and regulations from time to time in force, provided that the Service Provider shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall co-operate with the Service Provider in all matters relating to the Services, including by:

4.1.1 Providing within two Business Days of Service Provider's request such additional information or clarification as the Service Provider deems relevant to assess the Client's Targets;

4.1.2 Adhering to the guidance related to the Services provided or issued by the Service Provider (including but not limited to the guidance set out in the Target Submission Form) and, in particular, using the target language templates set out in such guidance in its public communications and communications to Service Provider;

4.1.3 Publicly reporting its total company-wide GHG emissions inventory in line with the requirements detailed in SBTi's Criteria Assessment Indicators and the Client's selected consolidation approach;

4.1.4 Progress against published Targets on an annual basis.

4.2 The Client shall ensure information provided or made available to the Service Provider is accurate and complete in all respects, noting that failure to do so may lead to termination of the Contract in accordance with the provisions hereunder.

4.3 Failure to provide such additional information or clarification within the required timeframe under Clause 4.1.1 may lead to a delay in the delivery of the Services. The

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Service Provider shall not be liable for such delay.

4.4 The Service Provider reserves the right to designate the Client as 'Extended Timeline' under the following circumstances:

- 4.4.1 Client fails in Service Provider's reasonable judgement to provide sufficient information and clarification within the required timeframe under Clause 4.1.1;
- 4.4.2 Service Provider requires that the Client materially adjust GHG emissions data to align with Service Provider's standards and guidance, or the Client chooses to materially adjust its GHG emissions data for any other reason;
- 4.4.3 Service Provider requires that the Client materially adjust its Targets to align with Service Provider's standards and guidance such that it has a material impact on Client's targeted or resulting emissions, or the Client chooses to materially adjust its Targets for any other reason.

4.5 If Service Provider's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants, or employees (including but not limited to the provision of inaccurate, misleading, or false information), Service Provider shall:

- 4.5.1 Not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay; and
- 4.5.2 Be entitled to payment of the Fee despite any such prevention or delay as well any additional costs, charges, or losses that Service Provider may incur as a result of such prevention or delay.

5. INTELLECTUAL PROPERTY

5.1 Ownership of IPRs

- 5.1.1 The Service Provider and its licensors shall retain ownership of all the Service Provider IPRs.
- 5.1.2 The Client and its licensors shall retain ownership of all Client IPRs.
- 5.1.3 Nothing under this Contract shall or is intended to transfer any such IPRs from any party to another.

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5.2 Licence of Service Provider's Branding. The Service Provider grants the Client, or shall procure the direct grant to the Client of non-exclusive, worldwide, non-sublicensable licence to use the Service Provider's Branding (as further specified in Service Provider's Communications Guide as issued from time to time). For the avoidance of doubt, all use must be in accordance with any Service Provider's Communications Guide as issued from time to time. Such licence shall remain in place for the period that Client's target is published on Service Provider's target dashboard in accordance with its current criteria, and shall terminate upon Client's target being removed from the target dashboard for any reason.

5.3 Licence of IPRs in Services/Deliverables. The Service Provider grants the Client, or shall procure the direct grant to the Client of a non-exclusive, non-sublicensable licence to use those Service Provider IPRs as may be incorporated in the Deliverables for the purpose of receiving the Services and using the Deliverables for the Client's own internal or external business purposes and for no other purpose.

6. USE OF CLIENT'S NAME

6.1 The Client hereby grants to the Service Provider a non-exclusive licence to use the Client's name for the following purposes:

6.1.1 To display the name of the Client and the relevant target language on the Service Provider's website in connection with provision of the Services. (As far as reasonably practicable though without obligation, the Service Provider will seek to coordinate with the Client and their communications team in advance of any publication);

6.1.2 To publish progress against the targets; and/or

6.1.3 For archival purposes.

6.2 The Service Provider does not normally use Client logos as part of the Services. The Service Provider shall not use any of the Client's logos without Client's prior written approval on a case by case basis.

7. PUBLICLY DISCLOSABLE INFORMATION

7.1 Notwithstanding clause 11.3 (Confidentiality) below, the Client agrees and acknowledges that the Service Provider may publicly disclose the following Client-

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related information (whether provided by the Client before, on or after the Effective Date through a Target Submission Form(s) or otherwise, or whether already in the public domain) or otherwise use such information for any purpose in connection with its target validation business:

- Name
- International Securities Identification Number (ISIN)
- Legal Entity Identifier (LEI)
- Headquarters Location
- Sector
- Type of organization
- Parent/subsidiary relationships
- Target information:
 - Target base year
 - Target year
 - Target value
 - GHG emission scopes and categories covered
 - Target type
 - Target metric
 - Target approved date
 - SBTi criteria used
 - SBTi criteria version
 - Target setting method
 - Target setting pathway
 - Target setting route
 - Exclusions in coverage
 - The selected scope 2 emissions method
 - Third party verification status of GHG inventory
 - Target status
 - Target update date

7.2 Upon request from Service Provider, the Client may provide written permission for Service Provider to publicly disclose and/or otherwise use in connection with its target validation business:

- Base year emissions
- Total absolute emissions covered
- Coverage of base year emissions

and any other information that the Service Provider may request from time to time.

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7.3 Subject always to clause 11.3 (Confidentiality), the Service Provider may publicly report on the Client's progress towards Targets based on the information set out above in this clause 7 and other publicly available disclosure information (in particular to generate and publish progress reports, at such intervals as the Service Provider may decide), and use such information to produce statistics, analysis or other material in connection with its target validation business and make the same publicly available.

8. FEE AND PAYMENT

8.1 In consideration for the provision of the Services, the Client shall pay the Service Provider the Fee in accordance with this clause 8.

8.2 All amounts payable by the Client exclude amounts in respect of value added tax (**VAT**). In circumstances where VAT is applicable hereunder, Client shall be liable to pay any such VAT to the Service Provider at the prevailing rate (subject to receipt from Service Provider of a valid VAT invoice).

8.3 The Service Provider shall submit its invoice for the Fee plus VAT, if applicable, to the Client.

8.4 The Client shall pay any invoices due and submitted by Service Provider, within 30 days of receipt of the invoice, to the bank account nominated by the Service Provider.

8.5 The Service Provider reserves the right to charge interest on overdue payments. Interest under this clause 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time (but at 4% a year for any period when that base rate is below 0%).

8.6 If the Client fails to make any payment due to the Service Provider under the Contract by the due date for payment, then, without limiting the Service Provider's other remedies, the Service Provider may suspend all Services, including Key Deliverables, until payment has been made in full or until the Contract is terminated in accordance with clause 10.2.

8.7 All amounts due under the Contract from the Client to the Service Provider shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.8 If the Client fails to make any payment due to the Service Provider by the payment due date, Service Provider reserves the right to remove Client's name from Service Provider

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public databases as published by Service Provider from time to time.

9. LIMITATION OF LIABILITY

9.1 The Client acknowledges that use, interpretation, or application of the Deliverables is dependent upon the exercise of its own skill and judgement. Client further acknowledges that Service Provider has no responsibility and accepts no liability whatsoever for the Client's interpretation, use, application, communication, or disclosure of the Deliverables, including any losses arising out of or in connection with any third party claim or allegations against the Client.

9.2 Nothing in this Contract shall limit or exclude the Service Provider's liability for:

9.2.1 Death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

9.2.2 Fraud or fraudulent misrepresentation; and

9.2.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.3 To the extent permissible under applicable law, neither party shall be liable to the other party for any of the following losses or damage whether: (a) arising in contract, tort including negligence, strict liability or otherwise, and whether (b) such losses or damage were foreseen, foreseeable, known or otherwise:

9.3.1 Loss of revenue;

9.3.2 Loss of actual or anticipated profits (including for loss of profits on contracts);

9.3.3 Loss of anticipated savings;

9.3.4 Loss of business;

9.3.5 Loss of opportunity;

9.3.6 Loss of goodwill;

9.3.7 Loss of reputation;

9.3.8 Loss of, damage to or corruption of data or software;