



# FLEISHMANHILLARD

AB Ignitis grupė (Ignitis Group)

Laisvės pr. 10,

LT-04215 Vilnius,

Lithuania

11<sup>th</sup> October 2023

## Contractual Agreement between Ignitis Group and FleishmanHillard

FleishmanHillard is delighted to be retained to provide international media relations support to Ignitis Group.

This letter constitutes a contractual agreement under which FleishmanHillard will provide Ignitis Group with the consultancy services outlined below.

Assuming the terms and conditions described below are acceptable, please sign where indicated at the end of the duplicate copy of this letter and return that copy to FleishmanHillard.

### CONSULTING SERVICE MANDATE

As outlined in our proposed services offering, FleishmanHillard will undertake the following activities for Ignitis Group:

Objective	Service	Deliverable(s)
Editorial support	Includes preparation of overarching narrative and key proof points for media pitching	<ul style="list-style-type: none"> <li>1x overarching narrative</li> </ul>
	Includes monthly editorial call, strategic & implementation meetings	<ul style="list-style-type: none"> <li>1x set of pitching assets (incl. pitching email – to be defined with client)</li> </ul>
	Drafting of pitching assets.	<ul style="list-style-type: none"> <li>1x mapping with key media targets</li> </ul>
	Media mapping	<ul style="list-style-type: none"> <li>4x monthly editorial call</li> </ul>
Engagement support/Media outreach	Includes outreach, follow-ups, and briefing preparation for interaction with reporters.	<ul style="list-style-type: none"> <li>Up to 5 background briefings or interviews</li> <li>Briefing document and prep call before background briefings or interviews</li> <li>Flaggers of earned coverage</li> </ul>

### FEES AND EXPENSES

To provide the services described above, the total of the fees will amount to 8,737.50€ (budget covering European engagement). This fee is exclusive of VAT and costs.

As an addition, on the express request by the client and written agreement between Ignitis Group and FleishmanHillard, additional support can be provided to further develop media relations and follow-ups on meetings. This work will be invoiced on a worked-hour basis, monthly, and amounting to a maximum of 15,000€. A monthly activity report will be provided, detailing the use of resources and amount of budget still available. The project will have to be completed by 31<sup>st</sup> September 2024. The breakdown of our fees per level of seniority is as follows:

Seniority	Hourly fees in €
SVP / Director	540
VP / Associate director	460
Account director	370
Senior Account Manager	310
Account Manager	265
Senior Account Executive	220
Account Executive	190
Assistant Account Executive	165

Any third-party costs incurred on behalf of Ignitis Group such as international travel, accommodation, client-related representation expenses, conference expenses and client specific research materials will be invoiced to the client at cost in addition to fees. These costs will not be incurred without the client's prior approval that the activity should take place.

To ensure we manage to remain within the overall budget, each invoice will be accompanied by a budget tracker and a report of activities will be provided. Any issues regarding servicing levels will be discussed with you as part of regular review meeting with your team to ensure we remain within the overall agreed budget.

#### **PAYMENT TERMS AND INVOICING**

Regarding payment terms and remaining budget lines, the project should be invoiced at the completion of the project, on 29<sup>th</sup> February 2024. The ad-hoc tasks taken from the extra budget will be invoiced monthly. All invoices shall be paid upon receipt.

#### **TERMS OF AGREEMENT**

The agreement between Ignitis Group and FleishmanHillard will start on 15<sup>th</sup> October 2023 and will end on 15<sup>th</sup> February 2024. The agreement may be terminated by either party by giving the other one month written notice.

#### **SUPPLEMENTAL TERMS**

The attached Addendum sets out our Standard Terms of Business governing the contractual agreement with Ignitis Group. Those Standard Terms shall apply unless specifically amended in this signed letter agreement.

The construction, validity and performance of this Agreement shall be governed by the laws of Belgium and the parties submit to the jurisdiction of the courts of Belgium to resolve any dispute between them. Any court



hearing shall be held in English. It is agreed that the United Nations Convention on Conflicts for the International Sale of Goods shall be excluded.

**CONCLUSION**

We are delighted to be retained to work with Ignitis Group and look forward to supporting you in the future.

Kind Regards,



**Terms and conditions of the Contract offered for signature:**

1. The object of the Contract is the Services specified in the Contract.
2. In accordance with this Contract, the scope of and the requirements for the Object of Procurement are specified in the Technical Specification.
3. Applied pricing – fixed rate.
4. Total Contract Price is EUR 18 150,00 (eighteen thousand one hundred and fifty euros 00 ct), including VAT. The Total Contract Price includes:
  5. The price of Services EUR 15 000,00 (fifteen thousand euros 00 ct), excluding VAT;
  6. Value-added tax (VAT) 21 % – EUR 3 150,00 (three thousand one hundred and fifty euros 00 ct).
  7. The Contract shall enter into force from the date of its signing; and shall remain in force 12 (twelve) months.
  8. Service Provider shall familiarise with and, in its relations with the Buyer and the Third Parties engaged for the purpose of the implementation of the Contract, comply with the provisions of the Anti-corruption Policy (hereinafter referred to as the 'Policy') and the Supplier Code of Ethics (hereinafter referred to as the 'Code') approved by relevant resolutions of the Board of AB "Ignitis grupė" establishing the standards for good business practice, ethics and conduct. The Policy and the Code and/or the amendments thereto are available at <http://www.ignitisgrupe.lt>. The Service Provider shall ensure that the requirements of this paragraph will be complied with by employees, members of supervisory bodies and other representatives of both the Service Provider and the Third Persons engaged for the performance of the Contract;
  9. Service Provider must immediately inform about any circumstances occurring within the course of the validity period of the Contract, which could make the Contract inconsistent with the requirements for Policy, Code, national security, corruption prevention, economic and other international sanctions or other requirements of the legislations designed for protection of the public interest;
  10. the Buyer shall be entitled to terminate the Contract due to a substantial breach of the Contract by the Service Provider, if the Service Provider, including any entity associated with the Service Provider, gives or offers any form of an item, pecuniary compensation, commissions, services or other tangible or intangible benefits (directly or indirectly) to any employee of the Buyer or the Companies of Ignitis Group as an incentive or reward for any action or omission taken in relation to this Procurement or the Contract, or for showing favour or disfavour or refraining from doing so (bribe) to any entity associated with this Contract. In the event of termination of the Contract by the Buyer on these grounds, the Service Provider shall compensate all costs incurred by the Buyer in relation to finishing of implementation of the Contract as well as compensating all and any losses incurred as a result of termination of the Contract;
  11. The Service Provider is familiar with the fact that AB "Ignitis grupė" has issued financial instruments, which are available to trade in the regulated markets of NASDAQ OMX Vilnius and London Stock Exchange. Considering the above, AB "Ignitis grupė" acts as an issuer that is subject to, including other relevant legal acts, provisions of the Market Abuse Regulation (EU) No 596/2014. The issuer can dispose of inside information, therefore, all persons who have access to it are prohibited to abuse it when trading financial instruments of AB "Ignitis grupė" or provide such information to any person who does not have the right to access it. The Service Provider hereby acknowledges and confirms that it and its employees are familiar with the aforementioned regulation and agrees on all accounts to comply with the provisions of Market abuse regulation (EU) No 596/2014, including, if applicable, the obligation to compile an insider list.
  12. both at the time of the conclusion of the Contract and for the entire period of its validity the Service Provider (sub-suppliers, economic entities or other third parties) and/or its shareholder(s) and/or direct or indirect final beneficiary(s) and/or the entity(s) they manage (hereinafter "the Entities"), are not included in any list(s) and/or similar list of trade, economic, financial or other sanctions of the European Union and/or the United Nations and/or Great Britain and/or the United States of America and/or the Republic of Lithuania (hereinafter "the Sanctions Lists") nor any allegation is made to any of the Entities relating to participation in and/or involvement in money laundering, terrorist financing or tax fraud-related activities. Throughout the performance of the Contract. The Service Provider shall immediately notify the Buyer in writing, but not later than within 1 (one) working day from the occurrence of the specified circumstances, about the inclusion of the Entities in the Sanctions Lists, as well as the suspicions made against the Entity regarding the above activities and/or involvement in such activities. The criteria established in the Law of the Republic of Lithuania on Money Laundering and Terrorist Financing shall apply to the determination of the beneficiary of the Entities whose shares are traded on the stock exchange. The Buyer has the right to claim compensation for direct losses incurred by the Service Provider in violation of the obligations provided in this clause of the Contract to inform and/or provide misleading and false information about the inclusion of the Entities in the Sanctions Lists and/or allegations of money laundering, terrorist financing or activities related to tax fraud.
  13. When the circumstances referred to in this paragraph of the Contract become apparent, the Buyer has the right to suspend the performance of the Contract for the period of validity of sanctions or unilaterally terminate the



Contract by notifying the Service Provider in writing within 1 (one) working day from the date of dispatch of the notice of suspension or unilateral termination of the Contract upon receipt of information about the inclusion of the Entities in the Sanctions Lists and/or suspected money laundering, terrorist financing or tax fraud activities against Entity. The Parties shall not be obliged to pay each other fines, compensate for damages or pay any compensation related to the termination or suspension of the Contract on the basis specified in this clause of the Contract.

14. the Service Provider undertakes not to use the Buyer's and Ignitis Group companies' trademark(s) and/or name in any promotional material, publications or elsewhere without a prior written consent of the Buyer.

15. The technical specification is an integral part of the contract.



## TECHNICAL SPECIFICATION

### 1. TERMINOLOGY AND ABBREVIATIONS

- 1.1. Buyer – AB “Ignitis grupė”
- 1.2. Service Provider – an economic entity – a natural person, private legal entity, public legal entity, other organisations and their branches or a group of such entities who are awarded the Contract by the Buyer.
- 1.3. Contract – a contract awarded by the Buyer to the Service Provider in respect of the Procurement Object.
- 1.4. Services – communication in international media.
- 1.5. Order – a written document indicating the quantity of Services, delivery addresses and a deadline sent on the basis of the Contract to the Service Provider via a text message, e-mail and/or via the information system specified by the Buyer.

### 2. PROCUREMENT OBJECT

- 2.1. Communication in international media
- 2.2. Considering that the Buyer is acting as a central procurement organisation of the group of companies of AB “Ignitis grupė”, the Procurement Object may be acquired for the benefit or in the interest of and provided to both the Buyer and any company of AB “Ignitis grupė”. The company benefiting from the Procurement Object being ordered shall be indicated in the Order.

### 3. SCOPE OF THE PROCUREMENT OBJECT

- 3.1. Service quantities are provided in the Table No. 1 below:

Table No. 1

No.	Service name	Units	Preliminary quantity <sup>1</sup> / During Contract validity
1.	Ignitis Group CEO’s media engagement	1 package	1
2.	Consultations on international communication	1 astronomical hour	40

### 4. PLACE OF SERVICE

- 4.1. The Services shall be provided in: The European Union and the United Kingdom.

### 5. REQUIREMENTS FOR THE PROCUREMENT OBJECT

#### 5.1. Description of the Procurement Object

- 5.1.1. The services of communication in international media shall include:
  - 5.1.1.2. initiating topics important to Ignitis Group in international business media outlets;
  - 5.1.1.3. consulting on international communication;
  - 5.1.1.3. initiating interviews with journalists from international media outlets;
  - 5.1.1.4. mapping key media outlets;
  - 5.1.1.5. publishing paid content in international media.

### 6. SERVICE PROCEDURE AND TERMS

- 6.1. Services shall be provided no later than within 2 (two) months from the date of signing the Contract.
- 6.2. The Service Provider shall provide Services to the address(-es) provided in section 4 of the technical specification.

<sup>1</sup> Specified preliminary quantity of Services. The Buyer shall not be obligated to acquire the maximum quantity.



6.3. The Buyer shall accept the provided Services within 5 (five) working days.

**6.4. QUALITY AND ELIMINATION OF DEFECTS**

7.1. Any non-conformities with the technical specification and failure to fulfil the Order, i.e., failure to initiate an interview or other statements of the CEO of the Group in international media according to a coordinated plan, shall be considered a defect of the result of the Services. \_\_\_\_\_

7.2. The Buyer shall have the right to contact the Service Provider regarding the elimination of defects of Services and/or the result of Services no later than within 5 (five) working days from the date of signing the Certificate of Transfer and Acceptance / the date the defects were discovered.

7.3. The deadline for eliminating the defects of the result of the Service discovered by the Buyer shall be 5 (five) working days.

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**8. PAYMENT TERMS AND CONDITIONS**

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8.1. The Buyer shall pay the Service Provider for high-quality Services actually provided over the last month over 30 (thirty) days from the date of signing the Certificate of Transfer and Acceptance of the results of Services and the receipt of the Invoice.

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**9. OTHER REQUIREMENTS**

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9.1. Service provider must provide a coordinated Ignitis Group CEO's media engagement plan within 5 (five) working days after signing the Contract.