



Pursuant to this letter (this "**Letter Agreement**"), ISS Corporate Solutions, Inc. ("**ICS**") hereby offers the company identified above ("**Subscriber**") the opportunity to subscribe to the services described below (collectively, the "**Services**").

DESCRIPTION OF SERVICES:

ExecComp Suite License

- *Online Executive Compensation Benchmarking and Analytics* - includes Named Executive Officer pay data for European companies and their proxy-defined peers and an online Pay for Performance (PFP) modeler designed to forecast scenarios against ISS' PFP quantitative methodology to analyze possible pay and performance issues.
- *Peer Architect* – a web-based tool to build, analyze, and monitor compensation and performance peer groups, including a detailed analysis of connections within a company's network, a custom peer scoring model, and various interactive charts and analysis features.
- *Award Simulator* - a web-based tool to model short-term and/or long-term performance awards to assess the payout probabilities for each goal level (e.g., threshold, target, maximum) and the expected value of the award. The Award Simulator can also be used to evaluate alternative award design scenarios, set performance goals consistent with Subscriber's plan design objectives, and track progress of goal achievement over time.
- *Non-Employee Director Compensation data and benchmarking* capabilities for European companies and their proxy-defined peers.
- *Unique Content and Events* - the Services include unique Management Say on Pay (MSOP) data, access to selected research content and live events discussing current executive compensation events, including say-on-pay proposal trends, common shareholder concerns, and evolving compensation practices.
- *Dedicated Advisor* - includes ICS advisory support to assist with the benchmarking, design and disclosure of Subscriber's compensation programs. Advisory support as part of the Services includes:
 - Valuation and benchmarking services to assist Subscriber with remuneration design.
 - Review of preliminary incentive plan proposals relative to the proxy voting standards of the institutional investment community and related corporate governance best practices.
 - Say-on-pay risk assessment, including a disclosure and peer group review.
 - Post-shareholder meeting review and assistance with the development of a shareholder engagement plan to address potential concerns.
- Up to 25 customized reports per year (available upon request and in addition to the services above) analyzing ExecComp Analytics data or other compensation trends and policy information. The scope and format of such reports will be as determined by ICS with input from Subscriber. If Subscriber requires more than 25 reports per year, additional reports may be available for an added fee to be determined by ICS.

Annual Subscription Fee: 31,500.00 EUR

Start Date: *The date on which this Letter Agreement is countersigned by ICS.*

Term: The initial term of this Letter Agreement (the "**Initial Term**") shall begin on the Start Date (as defined) and shall terminate on the one-year anniversary of the Start Date. Certain ICS advisory services, namely services that relate, directly or indirectly, to matters that are currently live or pending on Subscriber's proxy statement, will not be available to subscriber during the Blackout Period. Blackout Period shall be defined as the period beginning with the filing of definitive proxy materials for a meeting of the Subscriber's shareholders with applicable regulatory authorities or mailing of such materials to shareholders and ending on the day after the shareholders meeting that is the subject of such proxy materials.

The **General Terms & Conditions** agreed in June 2023 are incorporated by reference and made a part hereof.

Please indicate your acceptance of this Letter Agreement and the General Terms and Conditions by signing below and returning to the undersigned. ICS will countersign the document and return a copy to you, with invoices to follow in due course.

Internal ICS reference number: Addendum No. 00231395

Thank you for the opportunity to work with you.

Very truly yours,

Marija Kramer
Managing Director
ISS Corporate Solutions

<i>Services Requested:</i>	<i>Request Accepted:</i>
UAB "Ignitis grupės paslaugų centras"	

**ISS CORPORATE SOLUTIONS, INC. (“ICS”)
General Terms and Conditions**

1. Services and Fee. ICS shall deliver the Services, and Subscriber shall pay the Fee, as specified in the Letter Agreement. The Fee is exclusive of taxes. Subscriber shall pay any taxes imposed on the Fee paid hereunder, except ICS income taxes. ICS shall invoice Subscriber for the amount of the Fee at the commencement of the Initial Term, and payment shall be due within thirty (30) days of billing. Interest accrues on undisputed overdue amounts at the rate of one and one-half percent (1 ½%) per month or the maximum allowed by law, whichever is lower, beginning on the due date.

2. Subscriber’s Duty. Subscriber shall provide or ensure that ICS receives all correct information necessary to provide the Services in a timely manner. Subscriber (and its personnel) may be receiving access to the Services (or portion thereof) via one of ICS’ electronic-delivery platforms. ICS shall have no liability for any loss incurred by Subscriber as a result of (a) the misuse/violation of any access rights to, and use of, ICS’ electronic delivery platforms by any of Subscriber’s employees (including former employees) or other agents or (b) someone other than Subscriber (or its authorized employees/agents) using Subscriber’s passwords or accounts.

3. Proprietary Information; Limitations on Use. All information provided to Subscriber in connection with the Services (the “**Information**”) is exclusively for Subscriber’s internal use and strictly confidential. Subscriber shall not: (a) copy the Information (including, without limitation, to a mainframe central processing unit) unless strict internal controls, including without limitation password protected limited usage, are implemented to ensure that the Information is not accessed by unauthorized individuals or used for purposes not expressly authorized hereunder; (b) alter, modify or adapt the Information, including but not limited to

translating, decompiling, disassembling or creating derivative works of the Information; or (c) resell or otherwise transfer or make the Information available to any other person or organization (including, without limitation, Subscriber’s present and future parents, subsidiaries, affiliates or unlicensed business units or any unauthorized employee within Subscriber) directly or indirectly, for any use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement. All proprietary rights in the Information belong to ICS. The Information is prepared, selected, coordinated and arranged through the expenditure of substantial time, effort, judgment and money and constitutes valuable property of ICS or its licensors.

4. DISCLAIMER OF WARRANTIES. ALL SERVICES AND THE INFORMATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ICS DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, RELIABILITY, TIMELINESS, AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR INFORMATION.

5. Acknowledgments.

Subscriber acknowledges:

(a) ICS is a wholly-owned subsidiary of Institutional Shareholder Services Inc. (“ISS ”), and that ISS provides proxy research voting and other services to institutional investors, including governance research, analysis of proxy issues, and environmental, social and governance ratings, scores and other analytical assessments on or about public companies.

(b) ISS’ services, research offerings, and vote recommendations are made independently of any relationship ICS

may have with Subscriber or any other ICS client. ISS does not give (and Subscriber agrees that it does not expect to receive) preferential treatment to ICS clients, and ISS is under no obligation to support any proxy proposal of a corporate issuer nor provide a favorable rating, assessment, and/or any other favorable result to a corporate issuer (whether or not they purchase products or services from ICS).

(c) To provide transparency and demonstrate the independence of ISS research, ISS may disclose the identity of ICS' clients (including Subscriber), the types of products and services that ICS provides to ICS' clients (including Subscriber) and the fees paid to ICS for such products and services, provided, however, that neither ISS nor ICS may disclose Subscriber's identity for marketing or publicity purposes without Subscriber's prior written consent.

(d) In order to help preserve the independence of ISS research from the influence of ICS or ICS' clients, Subscriber agrees that Subscriber will not publicly disclose (including via its proxy statement) that Subscriber has obtained products or services from ICS. Without limiting the foregoing, Subscriber shall not disclose (either directly or implicitly), to any employee of ISS that Subscriber has obtained products or services from ICS.

6. LIMITATION OF LIABILITY. EXCEPT FOR BREACH OF CLAUSE 3 (LIMITATIONS ON USE), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ICS' TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT OR THE PROVISION OF ANY SERVICES, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL BE LIMITED TO THE FEE PAID BY SUBSCRIBER IN ANY ONE

YEAR TERM OF THE AGREEMENT FOR ANY AND ALL CLAIMS MADE WITHIN THAT YEAR, WHETHER ARISING OUT OF OR RELATED TO EVENTS OCCURRING DURING THAT YEAR OR EARLIER. SUBSCRIBER MAY NOT BRING AN ACTION UNDER THE AGREEMENT MORE THAN ONE YEAR AFTER SUBSCRIBER KNEW OR SHOULD HAVE KNOWN OF SUCH CAUSE OF ACTION OR ONE YEAR AFTER TERMINATION, WHICHEVER IS SOONER.

7. Unwaived Rights. Nothing herein shall in any way constitute a waiver or limitation of any person's rights under federal or state securities laws or, if applicable, ERISA. Under some circumstances, these laws may impose liability on persons who act in good faith.

8. Indemnification. Subscriber shall indemnify ICS and its affiliates and hold them harmless from all claims and damages, including without limitation reasonable attorneys' fees, arising out of Subscriber's breach of the Agreement. ICS shall indemnify Subscriber and hold Subscriber harmless from all claims and damages, including, without limitation, reasonable attorneys' fees, arising out of any third party claim that the Services infringe that party's copyright, trademark or patent. An indemnified party must give the other party prompt notice of any claim and allow the indemnifying party to defend or settle the claim as a condition to indemnification. No settlement shall bind a party without its written consent.

9. Governing Law, Jurisdiction, Jury Waiver. The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with the Agreement. The parties unconditionally waive their respective rights to a jury trial for any claim or cause of action based upon or arising out of, directly or indirectly, the Agreement, any related

documents, and/or any dealings between them relating to the subject matter of this transaction or any related transactions.

10. Severability. If any provision of the Agreement is invalid or unenforceable, such provision shall continue to apply subject to the minimum reductions or modifications necessary to make it valid and enforceable. All other provisions shall remain in full force and effect.

11. Miscellaneous.

(a) All notices hereunder shall be in writing and delivered to the party's address on the Letter Agreement, or another address provided by proper notice. Notice shall be effective as of actual delivery.

(b) Facsimiles, scanned and photocopied signatures will be treated as originals. The parties hereby agree that an authorized representative of either party may execute the Letter Agreement and these General Terms and Conditions using an electronic signature, and any such electronic signature shall be deemed effective, binding and enforceable against such party.

(c) The relationship of the parties is that of independent contractors.

(d) No party shall be liable for any delay or interruption of performance due to circumstances beyond its reasonable control.

(e) No waiver or modification of the Agreement shall be binding without the written consent of the parties. Failure or delay by either party to exercise any right or insist upon strict compliance with any provision hereof shall not be deemed a waiver of rights in that or any other instance. Written waiver of one default shall not waive any other default.

(f) Clauses (3) through (11) shall survive the expiration or termination of the Agreement indefinitely.

(g) Neither party may assign rights or delegate duties under the Agreement without the prior written consent of the other party, except that ICS may do so to

an affiliate or to the purchaser of all or substantially all its business and assets.

(h) "Confidential Information" means all nonpublic information provided to ICS by Subscriber hereunder if ICS receives notice that the information is confidential. Subject to the disclaimer regarding disclosure in Section 5.c above, ICS shall use commercially reasonable measures to protect the confidentiality of all Confidential Information acquired from Subscriber under the Agreement, and shall not disclose any such information to any third party unless required to do so by law, regulation, court order or similar process, or unless Subscriber's information has become public through no breach of confidentiality by ICS.

(i) To the extent that Subscriber has access to the materials referenced on Exhibit A through the Services, then the terms on Exhibit A are incorporated herein and made a part hereof.

(j) One party may terminate the Agreement on notice to the other upon the other party's failure to cure a material breach within thirty (30) days after a notice of a demand to cure the breach. For avoidance of doubt and without limitation, (i) Subscriber's failure to pay Fees within sixty (60) days of their due date, and (ii) any acts by ICS in violation of applicable anti-bribery or anti-corruption laws, is deemed a material breach. Failure by Subscriber to pay any Fee by the due date shall entitle ICS, without prejudice to its other rights and remedies under this Agreement, at law or otherwise, to terminate the Services and/or the Agreement after having given the notice and cure period set forth above. Any violation of applicable anti-bribery or anti-corruption law by ICS shall entitle Subscriber, without prejudice to its other rights and remedies under this Agreement, at law or otherwise, to terminate the Services and/or the Agreement after having given the notice and cure period set forth above, and ICS shall refund to Subscriber any Fees paid in connection with this Agreement.

(k) In accordance with this Agreement, the scope of and the requirements for the Object of Procurement are specified in the Technical Specification, attached hereto as Exhibit B. In the event of a conflict between the terms of the Agreement and the Technical Specifications, the terms of the Agreement shall prevail.

(l) The invoice shall be provided only by electronic means. Such invoice will comply with the European standard on electronic invoicing, the reference of which was published in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 'on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council' (OJ 2017 L 266, 19).

(m) ICS acknowledges that Subscriber's 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, are available at <http://www.ignitisgrupe.lt>. ICS will perform its obligations under this Agreement in a manner generally consistent with the principles set forth in Subscriber's Policy and Code to the extent such principles do not conflict with ICS' codes of conduct and/or corporate responsibility policy.

(n) ICS will use commercially reasonable efforts to inform Subscriber as soon as practicable about any circumstances occurring within the course of the Initial Term which are known by ICS to be 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;

(o) Subscriber represents to ICS 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, and acts as an issuer that is subject to, including other relevant legal acts, provisions of the Market Abuse Regulation (EU) No 596/2014 (the "MAR"). ICS hereby agree to comply with all applicable laws applicable to it, to include MAR, to the extent such laws are applicable to ICS.

12. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all other oral or written agreements, proposals and discussions.

Exhibit A Supplemental Terms

STANDARD & POOR'S CUSIP SERVICE BUREAU

Subscriber agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, the American Bankers Association ("ABA"), and CUSIP Global Services ("CGS"), CGS is operated on behalf of the ABA by S&P Capital IQ, and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Any use by Subscriber outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY SUBSCRIBER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Subscriber agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

Notwithstanding anything to the contrary herein, the foregoing terms and conditions shall not affect, but shall be subject to, any direct agreement between (i) Subscriber and (ii) CGS or ABA.

Exhibit B
Technical Specifications

1. SAŲOKOS IR SUTRUMPINIMAI

- 1.1. **Buyer** – UAB „Ignitis grupės paslaugų centras“
- 1.2. **Supplier** – economic entity – a natural person, a private legal person, a public legal person, other organizations and their units or a group of such persons with whom the Buyer enters into a Contract.
- 1.3. **Contract** – A contract concluded between the Buyer and the Supplier regarding the object of purchase.
- 1.4. **Goods** – Online ICS Executive and Non-Employee Directors Compensation and Corporate Governance Database license.

2. OBJECT OF PURCHASE

- 2.1. Online ICS Executive and Non-Employee Directors Compensation and Corporate Governance Database license for 12 months.

3. SCOPE OF PURCHASE OBJECT

- 3.1. Online ICS Executive and Non-Employee Directors Compensation and Corporate Governance Database license is purchased for 12 months.

4. PLACE OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS

- 4.1. The license is provided remotely.

5. REQUIREMENTS FOR THE OBJECT OF PURCHASE

- 5.1. Online ICS ExecComp Suite License includes:
 - 5.1.1. access to Executive Compensation Benchmarking and Analytics;
 - 5.1.2. non-Employee Director Compensation data and benchmarking capabilities for European companies and their proxy-defined peers;
 - 5.1.3. named Executive Officer pay data for European companies and their proxy-defined peers and an online Pay for Performance (PFP) modeler designed to forecast scenarios against ISS' PFP quantitative methodology to analyze possible pay and performance issues;
 - 5.1.4. Peer Architect – a web-based tool to build, analyze, and monitor compensation and performance peer groups, including a detailed analysis of connections within a company's network, a custom peer scoring model;
 - 5.1.5. Award Simulator - a web-based tool to model short-term and/or long-term performance awards to assess the payout probabilities for each goal level (e.g., threshold, target, maximum) and the expected value of the award. The tool can also be used to evaluate alternative award design scenarios, set performance goals consistent with designed objectives, and track progress of goal achievement over time.
 - 5.1.6. Access to customized reports analyzing ExecComp Analytics data or other compensation trends and policy information.

6. PROCEDURE AND TERMS OF DELIVERY OF GOODS

- 6.1. The Good must be delivered remotely no later than within 3 working days from the date of signing the Contract.

7. PAYMENT CONDITIONS

7.1. The Buyer pays the Supplier for the quality Goods actually delivered, after the parties have signed the Goods Transfer - Acceptance Act, within 30 (thirty) calendar days from the date of receipt of the Invoice.