

# APQC® MEMBERSHIP AGREEMENT

MAKE BEST PRACTICES YOUR PRACTICES<sup>SM</sup>

## SECTION I. MEMBERSHIP TERMS AND CONDITIONS

### PARTIES AND DEFINITIONS

1.1 This APQC Membership Agreement (this “Agreement”) is effective as of the date noted in Section III by and between the American Productivity & Quality Center, Inc. (“APQC”) and the organization listed in Section III (“Member”).

1.2 As used in this Agreement, (a) “Affiliate” means any entity in which Member has greater than fifty percent ownership or control; (b) “Authorized User” means an employee, officer, director, consultant, or contractor of Member or Affiliate who registers online with APQC using an email address issued by Member or Affiliate; and (c) “APQC’s Online Resources” means the content, materials, and tools accessible at [www.apqc.org](http://www.apqc.org), including the Resource Library and Benchmarking Portal.

### USING THE MEMBERSHIP BENEFITS

2.1 Registration. An active APQC membership entitles Authorized Users to access and use APQC’s Online Resources, the content of which varies by membership type. To access APQC’s Online Resources, each Authorized User is required to register online and accept the Terms of Service ([www.apqc.org/terms](http://www.apqc.org/terms)).

2.2 License. APQC’s Online Resources are for Member’s internal use only and may not be marketed, distributed, or sold to third parties, whether or not for profit. APQC’s Online Resources shall not be publicly distributed or displayed, reproduced, published, licensed, transferred, sold, or incorporated in derivative works without the express written permission of APQC.

2.3 Optional Additional Services. Member may from time-to-time request additional services from APQC, such as custom data collection, benchmarks on demand, knowledge management assessments, program and strategy development, training and facilitation, and associated support services (“Additional Services”). All Additional Services are subject to an additional fee(s) and shall be more fully described in a signed Statement of Work. Each such Statement of Work shall be governed by this Agreement.

2.4 Term and Termination. The membership is provided on an annual basis and begins on the sooner of Member’s execution of this Agreement or payment of the applicable fee. The membership and access to APQC’s Online Resources terminate automatically at the end of the membership period unless renewed by payment of the applicable annual fee. Either party may terminate this Agreement for cause if, after written notice, the other party materially fails to comply with the terms and conditions of this Agreement. In the event Member terminates the Agreement for cause, APQC will promptly issue a pro-rated refund of the membership fee.

## **ADDITIONAL TERMS AND CONDITIONS**

3.1 DISCLAIMER OF WARRANTY; LIMITATION OF DAMAGES; INDEMNITY. ALL MEMBERSHIP BENEFITS AND THE APQC ONLINE RESOURCES ARE PROVIDED "AS-IS" AND APQC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR (B) FOR DAMAGES IN EXCESS OF THE AMOUNT PAID TO APQC FOR THE MEMBERSHIP. Notwithstanding the foregoing or any other contrary term herein, APQC represents and warrants that APQC's Online Resources do not violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third-party and APQC shall defend and indemnify Member and any Authorized User against any third-party claim based on an allegation that any part of APQC's Online Resources violates any intellectual property right of such third-party.

3.2 Confidentiality. This Agreement and all non-public information related to it, including Member's use of the Member benefits, are confidential ("Confidential Information"). APQC shall (a) keep confidential and not disclose any Confidential Information to any person other than as expressly authorized by Member or required by law; (b) use the same care to prevent disclosure or unauthorized use of Confidential Information as it uses with its own confidential information, but in no event less than reasonable care; (c) use Confidential Information solely for the purpose of the activities contemplated by this Agreement; (d) notify Member promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (d) be responsible for the acts of any of its representatives that are in violation of this provision. Notwithstanding the foregoing, "Confidential Information" does not include information submitted by or on behalf of Member in response to an Open Standards Benchmarking survey or other assessment, which information shall be handled in accordance with APQC's standard benchmarking policies and procedures and may be made available in an anonymous and aggregated format to other users of APQC's Open Standards Benchmarking Database.

3.3 Dispute Resolution. This Agreement, including any question concerning its existence, validity, scope, or interpretation, shall be governed by and construed solely in accordance with the laws of the State of Texas, without regard to any conflicts of law principles. Any legal action, suit, or proceeding arising out of or in any way related to this Agreement or the membership shall be brought solely and exclusively in the state or federal courts located in Houston, Texas, and the parties irrevocably submit to the sole and exclusive jurisdiction of said courts for all such actions.

3.4 Entire Agreement. This Agreement represents the entire agreement and understanding of the parties with respect to the matters addressed herein and supersedes any prior or contemporaneous representations, statements, promises, or agreements of any kind. This Agreement may not be modified except in a writing endorsed by both parties.

## SECTION II. Annual Membership Fee

The annual membership fee is based on the membership type(s) selected below and is due within 30 days of receipt of invoice. The fee shall be paid in U.S. Dollars by check, credit card or wire transfer and is exclusive of any use, sales, VAT, or import taxes.

MEMBERSHIP TYPE	ANNUAL FEE
<input type="checkbox"/> Financial Management	\$12,000
<input type="checkbox"/> Human Capital Management	\$12,000
<input type="checkbox"/> Knowledge Management	\$12,000
<input type="checkbox"/> Supply Chain Management	\$12,000
<input checked="" type="checkbox"/> Enterprise (includes all of the above)	\$28,000
Total	\$ 28,000

## SECTION III. Authorization and Effective Date

On behalf of my organization, I have reviewed and agreed to the terms of this APQC Membership Agreement.

3.5. The object of the Contract is the Services specified in the Contract.

3.6. In accordance with this Contract, the scope of and the requirements for the Object of Procurement are specified in the Technical Specification.

3.7. Applied pricing – fixed rate.

3.8. The Price of Services is 28 000,00 USD.

3.9. The Contract shall enter into force from the date of its signing: and shall remain in force 12 (twelve) months.

3.10. 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;

3.11. 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;

3.12. 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;

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.



## TECHNICAL SPECIFICATION

### 1. TERMS AND ABBREVIATIONS

- 1.1. **Client** – UAB Ignitis Grupės Paslaugų Centras.
- 1.2. **Service Provider** – an economic operator – a natural person, a private legal entity, a public legal entity, other organisations and their subdivisions or a group of such persons, with whom the Client concludes a contract.
- 1.3. **Contract** – the Contract concluded between the Client and the Service Provider for the object of procurement.
- 1.4. **Services** – membership in American Productivity & Quality Center (APQC).
- 1.5. **Order** – a written document submitted to the Service Provider on the basis of the Contract by text message, e-mail and/or through the information system specified by the Client, specifying the quantities of the Services, delivery addresses and delivery deadline.

### 2. OBJECT OF PROCUREMENT

- 2.1. Membership in APQC (American Productivity & Quality Center).
- 2.2. Given that the Client acts as the central Contracting Authority of the Ignitis Group of AB, the object of procurement shall be acquired and may be provided for the benefit and in the interests of both the Client and any company of AB Ignitis Group. The company for the benefit and in the interests of whom the object of procurement will be procured shall be specified in the Order.
- 2.3. The Green Product is purchased <sup>1</sup>: Services of an intangible nature, as defined in the point 4.4.3 of the current version of the Description of Procedures for the Application of Environmental Criteria in Green Procurement, approved by Order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011.

### 3. SCOPE OF THE OBJECT OF PROCUREMENT

- 3.1. The quantities of the Services are presented in Table 1 below:

Table 1

Seq. No.	Service name	Unit of measure	Maximum quantity <sup>2</sup> / during the validity period of the Contract
1.	Membership in APQC (American Productivity & Quality Center)	pcs	1

### 4. PLACE OF SERVICE PROVISION

- 4.1. Services shall be provided: remotely.

### 5. REQUIREMENTS FOR THE OBJECT OF PROCUREMENT

#### Description of the object of procurement

- 5.1. Membership in APQC (American Productivity & Quality Center), which includes access to the APQC library, i.e. methodological material and research on the implementation and management of end-to-end processes and other methodological materials.

### 6. SERVICE PROVISION PROCEDURE AND DEADLINES

- 6.1. The Services shall be provided no later than 3 (three) days from the date of entry into force of the Contract.
- 6.2. The Services shall be provided remotely in accordance with the procedures set out in this Technical Specification (the APQC library login(s) shall be valid for 12 months entry into force of the Contract).

### 7. QUALITY AND FIXING DEFECTS

- 7.1. Defects in the Services shall be deemed to be non-conformities with the requirements of the Technical Specification governing the quality of the Services.
- 7.2. The Client shall have the right to apply to the Service Provider for the fixing of any defects in the Services and/ within a maximum period of 1 (one) (in words) day from the date recording of the defects.

<sup>1</sup> Product – when buying, goods, services and works.

<sup>2</sup> Maximum quantity of Services specified. The Client shall not be oblig

7.3. The time limit of 2 (two) (sum in words) business days shall be set for fixing any defects of the Services identified by the Client.

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**8. TERMS OF PAYMENT**

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8.1. The Client shall pay the Service Provider for the actually provided quality Services within 30 (thirty) (in words) days from the date of signing a deed of acceptance – transfer of the result of the Services and receipt of the Invoice.

**DOCUMENTS ACCOMPANYING THE SERVICES PROVIDED**

Login(s) to the APQC library

