



# Notice of the Extraordinary General Meeting of Shareholders

28 September 2021



## Extraordinary General Meeting of Shareholders of AB “Ignitis grupė”

On 28 September, 2021 the Management Board of AB “Ignitis grupė” (hereinafter – the Group), company code 301844044, registered office situated at Žvejų st. 14, Vilnius, decided to convene the Extraordinary General Meeting (hereinafter – EGM) of Shareholders, to be held on

**26 October, 2021 1.00 p.m. (Vilnius time) at**

**Radisson Blu Hotel Lietuva, Konstitucijos Ave. 20, Vilnius, LT-09308**

**The registration starts at 12.00 p.m. and closes at 12.45 p.m. (Vilnius time)**

With continued uncertainty around the status of the COVID-19 pandemic and prevailing restrictions in place, the Group:

- asks to inform about the need to attend the EGM of Shareholders in person no later than 2 business days prior (or by 22 October 2021) to the EGM of Shareholders by e-mail [IR@ignitis.lt](mailto:IR@ignitis.lt);
- reserves the right not to allow the participation of those shareholders who will not have personal protective equipment to participate in the EGM of Shareholders or those whose health condition is reasonably doubtful;
- asks the shareholders, instead of attending the EGM in person, to vote by filling in the general ballot paper and providing it in advance to the Group as the conditions of physically participating in the EGM may vary depending on the changes in legal requirements related to COVID-19 about which the Group will inform on its website at <https://ignitisgrupe.lt/en/gm>.

The agenda for the EGM and proposed resolutions are:

No.	Item	Proposed resolution	Arguments
1	Regarding the election of the Supervisory Board of AB „Ignitis grupė” for a new term	<p>1.1. To elect the following members to the Supervisory Board of AB „Ignitis grupė” for the term of 4 (four) years:</p> <p>1.1.1. Judith Buss;</p> <p>1.1.2. Bent Christensen;</p> <p>1.1.3. Lorraine Wrafter;</p> <p>1.1.4. Tim Brooks;</p> <p>1.1.5. Alfonso Faubel;</p> <p>1.1.6. Aušra Vičkačkienė;</p> <p>1.1.7. Ingrida Muckutė.</p> <p>1.2. To establish that the elected Supervisory Board of AB „Ignitis grupė” shall commence its activities after the end of the Extraordinary General Meeting of Shareholders of AB „Ignitis grupė”.</p> <p>1.3. To approve the terms of the confidential information protection agreement with the members of the Supervisory Board of AB „Ignitis grupė”.</p> <p>1.4. To approve the terms and conditions of the agreement on the activities of the member of the Supervisory Board of AB „Ignitis grupė”.</p> <p>1.5. To approve the terms and conditions of the agreement on the activities of the independent member of the Supervisory Board of AB „Ignitis grupė”.</p> <p>1.6. To set the remuneration (excluding taxes) for the newly elected independent members of the Supervisory Board of AB „Ignitis grupė” in the amount of EUR 2000 (two thousand euros) per calendar month for the activities in the Supervisory Board of AB „Ignitis grupė”. To set the remuneration of the Chairman of the Supervisory Board for the activities of the Supervisory Board of AB „Ignitis grupė” in the amount of EUR 2600 (two thousand six hundred) (before taxes) per calendar month.</p> <p>1.7. To authorize the head of AB „Ignitis grupė” (with the right to sub-authorize) to sign agreements on the activities of the member of the Supervisory Board of AB „Ignitis grupė” and on the activities of the independent member of the Supervisory Board of AB „Ignitis grupė” and protection of confidential information with the newly elected members of the Supervisory Board of AB „Ignitis grupė” and to take the necessary steps to register the members of the Supervisory Board in the Register of Legal Entities.</p>	Annex 2-5

## Other information

### Share capital and voting rights

The Group's share capital is EUR 1,658,756,293.81, divided into 74,283,757 ordinary registered shares with the nominal value of EUR 22.33 per each share. Each share carries one vote.

### Agenda

The agenda of the EGM of Shareholders of the Group may be supplemented on the initiative of shareholders whose shares held in the Group carry at least 1/20 of all votes at the EGM of Shareholders of the Group. The proposal to supplement the agenda of the respective EGM of Shareholders shall be accompanied by draft decisions or, where no decisions have to be taken, by explanations on each proposed agenda item of the EGM of Shareholders. The agenda shall be supplemented if the proposal is received no later than 14 before the respective EGM of Shareholders.

Shareholders whose shares held in the Group carry at least 1/20 of all votes at the EGM of Shareholders shall have the right to propose, at any time before or during the EGM of Shareholders of the Group, new draft decisions on issues that are included or will be included in the agendas of the EGM of Shareholders of the Group. Proposals on the supplementation of the respective agenda or relevant draft decisions shall be submitted in writing to the Group, Laisvės pr. 10, Vilnius, or by e-mail to [IR@ignitis.lt](mailto:IR@ignitis.lt).

### Record date of attendance and voting rights

Shareholders holding shares in the Group the fifth business day before the date of the EGM of Shareholders (record date) are entitled to attend and vote at the EGM of Shareholders.

The date of registration (or record date) is 19 October 2021. At the end of the date of registration, the shareholding and voting rights are determined based on the ownership recorded in the shareholders' register. Furthermore, attendance at the EGM of Shareholders is at the discretion of the shareholder.

### Voting

A shareholder or his authorised representative who is unable to attend the EGM of Shareholders may vote in writing in advance (by filling in the general ballot paper).

#### **Obtaining general ballot paper**

- may be downloaded from the Group's website: <https://ignitisgrupe.lt/en/gm>
- upon the written request, the Group shall send a general ballot paper by registered mail or deliver to the shareholder against signed acknowledgement of receipt at least 10 days prior (or by 16 October 2021) to the EGM of Shareholders

#### **Ways of submitting general ballot paper**

- completed and signed by qualified electronic signature general ballot paper shall be submitted by emailing [IR@ignitis.lt](mailto:IR@ignitis.lt)  
or
- completed and signed by physical signature general ballot paper shall be submitted to the Group by registered mail or delivered to AB "Ignitis grupė", Laisvės ave. 10, Vilnius, LT-04215, Lithuania, attn. Ainė Riffel-Grinkevičienė, no later than before the EGM of Shareholders i.e. no later than 26 October 2021, 12.45 p.m.

**Important:** if the general ballot paper is signed by an authorized person, a document confirming the right to vote must be submitted as well.

- Detailed instructions on signing and submitting the general ballot paper to the Group are also available on the Group's website: <https://ignitisgrupe.lt/en/gm>

The Group shall reserve the right not to include the advance vote of a shareholder or his authorised representative, if the submitted general ballot papers do not conform to the provisions of Article 30(3) and (4) of the Law on Companies of the Republic of Lithuania or they are received after the end of deadline or filled in such manner that it is impossible to establish the true will of the shareholder on a separate issue.

### ***Voting under the power of attorney***

Persons shall have the right to vote under the power of attorney in EGM of Shareholders. Power of attorney shall state in a written document that one person (the principal) grants to another person (the authorised representative) the right to represent the principal in establishing and maintaining relation with the third party. An authorisation to perform actions on behalf of a natural person that pertain to legal entities must be notarised, except in cases provided by the law and authorising the granting an authorisation in any other form. A power of attorney issued abroad must be translated into Lithuanian and legalized in accordance with the procedure established by law. The Group does not establish a special form of power of attorney. Authorised representatives must hold the power of attorney as provided by the law, which must be submitted before the EGM of Shareholders. The authorised representative shall enjoy the same rights in convened EGM of Shareholders as his represented shareholder would.

Shareholders entitled to attend the EGM of Shareholders shall have the right to authorise a natural person or a legal entity using electronic means of communication to attend and vote on his behalf at an EGM of Shareholders. Such authorisation does not need to be notarised. The Group shall acknowledge authorisation granted by electronic means of communication only if the shareholder signs it by electronic signature generated by safe generation software and certified by a qualified certificate applicable in the Republic of Lithuania, i.e. if the security of the conveyed information is ensured and the identity of the shareholder can be established. The shareholder must notify the Group in writing about granted authorisation by electronic means of communication by sending an authorisation by e-mail to [IR@ignitis.lt](mailto:IR@ignitis.lt) no later than until the EGM of Shareholders.

### **Questions**

Any shareholder of the Group may present questions related to the agenda of the EGM of Shareholders of the Group. Such questions must be submitted by e-mail to [IR@ignitis.lt](mailto:IR@ignitis.lt) or delivered to the Group, Laisvės ave. 10, Vilnius, Lithuania, attn. Ainė Riffel-Grinkevičienė no later than 3 working days (or by 21 October 2021) before the EGM of Shareholders. After receiving the questions, the answers will be provided to the Group's shareholders in accordance with the procedure established by the Law on Companies of the Republic of Lithuania, i. e. at the same time for all shareholders of the Group prior to the EGM of Shareholders in the form of questions and answers on the website of the Group at <https://ignitisgrupe.lt/en/gm>.

### **Webcast**

The EGM of Shareholders will not be webcasted.

### **Language**

EGM of Shareholders will be held in Lithuanian and simultaneously translated to English.

### **Available information**

All statutory information related to the convened EGM of Shareholders and annexes to issues on the agenda of such meeting will be available on the website of the Group at <https://ignitisgrupe.lt/en/gm> and other informational sources based on the procedures established by the law.

### **Other information**

Electronic means of communication shall not be used for the participation and voting at the EGM of Shareholders.

## Annex 1: regarding the election of members of the Supervisory Board of AB „Ignitis grupė“ for a new term

The Supervisory Board is a collegiate supervisory body of the Group which is elected by the General Meeting of Shareholders for a term of four years. The Supervisory Board consists of 7 (seven) members, five of whom are independent members of the Supervisory Board. The other two members of the Supervisory Board are delegated by the Ministry of Finance.

The term of office of the Supervisory Board expired on 29 August 2021. In this context, on 15 June 2021 the Ministry of Finance announced the selection for 5 positions of the independent members of the Supervisory Board of the Group (more information in a key notice ([link](#))). The selection was carried out in accordance with the Description of the Selection of Candidates to the Collegiate Supervisory or Management Body of Public or Municipal Company, State or Municipality-Owned Company or Its Subsidiary approved by Government of the Republic of Lithuania Resolution of 17 June 2015 No 631 “On the Approval of the Description of the Selection of Candidates to the Collegiate Supervisory or Management Body of Public or Municipal Company, State or Municipality-Owned Company or its Subsidiary” (hereinafter – the Selection Description).

According to this Selection Description, the candidates had to meet general and independence requirements, also they were subject to the following specific requirements and the following highlighted advantages:

### For a candidate in the field of financial management competences:

1. over the last 10 years, at least 5 years of experience of work in a company or a group of companies with at least 500 employees at management level (manager of the company, top-level manager directly subordinate to the manager of the company);
2. over the past 10 years, at least 3 years of experience in multinational enterprise group and/or experience in development of international activities of the company (including parent companies);
3. experience in managing and implementing changes in the activities of the company or a group of companies;
4. experience in developing a business strategy and ensuring its implementation;
5. at least 10 years of professional experience in financial management, advisory, financial services, auditing, international accounting or financial reporting, etc.
6. experience in investment project evaluation and financing, as well as experience in work with capital markets, mergers and acquisitions of companies;
7. experience in policy-making and management of portfolio investment;
8. at least 4 years of experience of work in collegiate bodies of the company;
9. advanced English (B2) level.

### Additional advantages:

1. experience with digitalisation, innovation;
2. experience in defining and implementing environmental, social and governance criteria;
3. experience of work in a company or group of companies listed or sought to be listed on a stock exchange and/or experience of cooperation with investors;
4. knowledge of the principles governing the functioning of the energy sector and trends in the development of the energy sector;
5. at least 5 years of professional experience in international consulting and auditing firms and/or internal audit services, and/or international audit institutions;
6. knowledge of the business and regulatory principles of companies active in the field of energy.

### For a candidate in the field of organisation development competences:

1. over the last 10 years, at least 5 years of experience of work in a company or a group of companies with at least 500 employees at management level (manager of the company, top-level manager directly subordinate to the manager of the company);

2. over the past 10 years, at least 3 years of experience in multinational enterprise group and/or experience in development of international activities of the company (including parent companies);
3. experience in managing and implementing changes in the activities of the company or a group of companies;
4. experience in developing a business strategy and ensuring its implementation;
5. at least 5 years of professional experience in the selection (evaluation) of top-level managers (company managers, top-level management directly subordinate to managers of the companies);
6. at least 10 years of professional experience in the development of the organisation and its culture, as well as in the implementation and management of changes, application and/or deployment of human resources management measures and design of remuneration policies, strategic transformations;
7. at least 4 years of experience of work in collegiate bodies of the company;
8. advanced English (B2) level.

**Additional advantages:**

1. experience with digitalisation, innovation;
2. knowledge of the business and regulatory principles of undertakings active in the field of energy
3. experience in defining and implementing environmental, social and governance criteria);
4. experience of working in a company or group of companies listed or sought to be listed on a stock exchange and/or experience of cooperation with investors;
5. knowledge of the principles governing the functioning of the energy sector and trends in the development of the energy sector.

**For a candidate in the field of sustainable development and risk management competences:**

1. over the last 10 years, at least 5 years of experience in a company or a group of companies with at least 500 employees at management level (manager of the company, top-level manager directly subordinate to the manager of the company);
2. over the past 10 years, at least 3 years of experience in multinational enterprise group and/or experience in development of international activities of the company (including parent companies);
3. experience in managing and implementing changes in the activities of the company or a group of companies;
4. experience in developing a business strategy and ensuring its implementation;
5. experience in defining and implementing environmental, social and governance criteria;
6. experience of work in a company or a group of companies listed or sought to be listed on a stock exchange and/or experience of cooperation with investors;
7. knowledge of the principles governing the functioning of the energy sector and trends in the development of the energy sector;
8. at least 5 years of professional experience in international consulting and auditing firms and/or internal audit services and/or international audit institutions;
9. experience in strategy-making by applying environmental, social responsibility and corporate governance (ESG) criteria in identifying and assessing ESG risks, in particular those related to climate change;
10. experience in risk management, knowledge of the functioning of the internal control system, identification and management of risks (including market and regulatory, compliance (including environmental and occupational safety and health compliance), information security, key activities and other risks);
11. at least 4 years of experience of work in collegiate bodies of the company;
12. advanced English (B2) level.

### **Additional advantages:**

1. experience with digitalisation, innovation;
2. knowledge of the business and regulatory principles of companies active in the field of energy.

### **For a candidate in the field of strategic management and international development competences:**

1. over the last 10 years, at least 5 years of experience in a company or a group of companies with at least 500 employees at management level (manager of the company, top-level manager directly subordinate to the manager of the company);
2. over the past 10 years, at least 3 years of experience in multinational enterprise group and/or experience in development of international activities of the company (including parent companies);
3. experience in managing and implementing changes in the activities of the company or a group of companies;
4. experience in developing a business strategy and ensuring its implementation;
5. experience with digitalisation, innovation;
6. experience in defining and implementing environmental, social and governance criteria;
7. experience of work in a company or group of companies listed or sought to be listed on a stock exchange and/or experience of cooperation with investors;
8. knowledge of the principles governing the functioning of the energy sector and trends in the development of the energy sector;
9. experience in investment project evaluation and financing, work with capital markets, mergers and acquisitions;
10. experience in business strategy development, international business development and global development in expanding, acquiring, setting up and introducing business units (branches) across the world;
11. experience in disposal on the market innovative, new products, services for customers and their international development experience;
12. at least 4 years of experience of work in collegiate bodies of the company;
13. advanced English (B2) level.

### **Additional advantages:**

1. knowledge of the business and regulatory principles of companies active in the field of energy;
2. at least 5 years of experience in developing renewable energy capacity across the world in the field of renewable energy capacity development (purchase, management, fleet development, operations and maintenance, sales).

### **For a candidate in the field of renewable energy competences:**

1. over the last 10 years, at least 5 years of experience in a company or a group of companies with at least 500 employees at management level (manager of the company, top-level manager directly subordinate to the manager of the company);
2. over the past 10 years, at least 3 years of experience in multinational enterprise group and/or experience in development of international activities of the company (including parent companies);
3. experience in managing and implementing changes in the activities of the company or a group of companies;
4. experience in developing a business strategy and ensuring its implementation;
5. experience in defining and implementing environmental, social and governance criteria;
6. experience of work in a company or a group of companies listed or sought to be listed on a stock exchange and/or experience of cooperation with investors;
7. knowledge of the principles governing the functioning of the energy sector and trends in the development of the energy sector;

8. at least 5 years of experience in work at management level (company manager, top-level manager, etc.) in an international energy company engaged in renewable energy activities with an annual income and/or assets of at least EUR 1 billion;

9. at least 5 years of experience in developing renewable energy capacity across the world in the field of renewable energy capacity development (purchase, management, fleet development, operation and maintenance, sales);

10. at least 4 years of experience of work in collegiate bodies of the company;

11. advanced English (B2) level.

#### **Additional advantages:**

1. experience with digitalisation, innovation;

2. knowledge of the business and regulatory principles of undertakings active in the field of energy;

3. business strategy development, international business development, global development experience in expanding, acquiring, setting up and introducing business units (branches) across the world.

165 candidates participated in the selection process for five competency areas. The selection agency (JSC Friisberg & Partners) assessed the compliance of these candidates with general and specific requirements, as well as independence criteria, and proposed shortlists of candidates to the selection board set up by the Minister of Finance. Following the evaluation of these lists, the selection board invited the candidates for selection interviews. On 27 August 2021 the selection board decided to recognise the following successful candidates as independent members of the Supervisory Board of the Group:

- Competence in the field of sustainable development and risk management - Tim Brooks;
- Competence in the field of development of the organisation – Lorraine Wrafter;
- Competence in the field of financial management - Judith Buss;
- Competence in strategic management and international development - Bent Christensen;
- Competence in the field of renewable energy - Alfonso Faubel.

The Ministry of Finance has also decided to propose the appointment of the Director of the State Assets Management Department of the Ministry of Finance Aušra Vičkačkienė and Director of the Reporting, Audit, Property Valuation and Insolvency Policy Department of the Ministry of Finance Ingrida Muckutė as members of the Supervisory Board of the Group.



## Annex 2: CVs of the Supervisory Board candidates



### Judith Buss

Judith Buss has more than 20 years of experience in various senior leadership positions in the global energy industry, M&A and Financial Markets and was based internationally for many years working for companies in Germany, Norway and UK. She has broad operational experience, including 12 years as CFO/ Managing Director of international energy companies.

Ms. Buss has significant experience in corporate finance, leading and negotiating large international M&A, worked with debt and equity capital markets, IPO, is experienced in organisational & cultural change processes.

From 2000 to 2019 she held various executive management positions in E.ON, one of the biggest global energy companies. She is also experienced in corporate governance as a member of several boards of directors in operating companies in Germany, Norway, UK, Russia and Algeria. Since November 2020 she serves on the Supervisory Board of AB „Ignitis Grupė“, and since May 2021 - on the Supervisory Board of Uniper SE, Duesseldorf, Germany.

Ms. Buss is a proven leader of the energy transition, driving change towards green energy and smart solutions. She has demonstrated strategic and critical thinking, with analytical skills in a very structured approach.

#### **Education:**

- 2008 Leadership Program, MIT, USA
- 2006 Leadership Program, IMD, Switzerland
- 1995 Master of Business Administration (Banking, Finance and Controlling), University of Augsburg, Germany

#### **Work experience:**

- 2017 – 2019 Group CFO at E.ON Climate & Renewables (EC&R), Essen, Germany and Executive Board Member of the Global EC&R Group
- 2016–2017 Financial Governance Preussen Elektra (E.ON Nuclear business) at E.ON SE, Essen, Germany
- 2016 CFO at E&P North Sea Ltd., London, UK
- 2012-2015 CFO at E.ON Exploration & Production Norge AS, Stavanger, Norway
- 2007-2012 CFO at E.ON Exploration & Production GmbH, Essen, Germany
- 2007 – 2016 Group CFO at E.ON Exploration & Production (Germany / Norway / UK / Russia), Group CFO and Executive Board Member of the Global E&P Group
- 2000 – 2007 Vice President Mergers & Acquisitions at E.ON SE, Duesseldorf, Germany



## **Bent Christensen**

Senior executive with more than 35 years of international experience in the energy sector, also bringing more than 20 years of international experience as a board member. He filled key senior executive positions in Siemens and Orsted and took part in developing these companies into global leading companies within renewables. Developed and implemented offshore wind projects of a total value of more than 7 bn Eur. Experienced in preparing organisations for growth and success, merging large organisations, implementing comprehensive change management programs. Currently he is a Chief Executive Officer and owner of Christensen Management Consulting ApS, also a chairman of the Supervisory Board of Wind Estate A/S. Serves as an independent member of AB „Ignitis grupė“ Supervisory Board since November, 2020.

Mr. Christensen brings to management teams and board rooms strong skills and in-depth knowledge of strategy and business development, project development, engineering and risk management.

### ***Education:***

- 2015 Leadership Excellence Program, Siemens
- 2007 Executive Development Program, IMD
- 1998 Engineering Business Administration (EBA), Horsens University College
- 1984 BSc Electrical Engineering, University of Southern Denmark

### ***Work experience:***

- 2019 - Owner and CEO at Christensen Management Consulting ApS
- 2017 – 2019 Senior Vice President (Global Head of Offshore Wind Projects) at Siemens Gamesa
- 2014 – 2017 Senior Vice President (Head of Offshore Wind Engineering and Head of Cost of Energy at Siemens Wind Power)
- 2010 – 2014 Senior Vice President (Head of Engineering, Procurement and Construction and Head of Project Governance & Quality) at Orsted Wind Power
- 2007 – 2010 Senior Vice President (Head of Development & Construction and Head of Engineering & Technology) at Orsted Power
- 2006 – 2007 Senior Vice President (Head of Project Development & Engineering) at Orsted Generation
- 2002 – 2006 CEO at Elsam Engineering A/S / Tech-wise A/S
- 2000 – 2002 General Manager at Tech-wise A/S
- 1995 – 2000 General Manager at Elsamprojekt A/S



## **Lorraine Wrafter**

A global HR director with a specialisation in Organisation Effectiveness (change, culture, M&A, organisation design and talent management), working with boards and executive teams to transform organisations and workforce performance to deliver business value in complex multinational organisations.

Ms. Wrafter has more than 20 years experience in big multinational corporations HOLCIM – global building materials supplier (now merged with Lafarge)/ turnover CHF 19.1 bn and CARGILL Inc., which

provides food, agriculture, financial trading, industrial products, and services/ turnover \$ 120 bn.

She was leading the projects of global talent development and building the leadership capacity to support global expansion plans, integration of companies after acquisitions. Currently she works as a consultant, based in Belgium, also serves on the Advisory Board of a start up HACK CMP (Crisis Management Platform), Germany.

Ms. Wrafter is very experienced in linking people and business strategies, cultural integration and change management, facilitating and coaching executive teams.

### ***Education:***

2017	Diploma, Chartered Director Programme, Institute of Directors (IOD)
2013	Executive Masters, Consultancy and Coaching for Change – INSEAD
2008	Diploma in Clinical Organisational Psychology – INSEAD
2001	MSc Human Resources Management and Development – Leicester University
1989	Diploma in Human Resources and Fellow of the Chartered Institute of Personal Development (FCIPD) – University West of London
1983	Diploma in Business Studies – Limerick University

### ***Work experience:***

2020	Senior Associate at THE GREY MATTERS NETWORK GMn, Ireland
2019 - 2020	Advisory Board Member at Thematisks Group, USA, start up
2016 –	Consultant and Owner at “THE PROBLEM”, Belgium
2014 - 2016	Global Head of Talent Management & HR Integration Lead at HOLCIM, Switzerland
2007 - 2012	Global Talent and Leadership Development Director at Cargill Food Ingredients, Cargill Inc., USA & Belgium
2006 - 2007	Business Transformation - Communications and Change Project Director at Cargill BVBA, Belgium
2003 - 2006	Global Business Unit HR Director at Cerestar, Belgium
1999 - 2003	Organisation Effectiveness Consultant, Cargill PLC, UK
1993 - 1999	„Vice President, Human Resources EMEA, Financial Markets Group, Cargill PLC, UK



## Tim Brooks

A senior executive with more than 20 years experience in sustainable development area in the roles of consultant and in corporate business in retail, currently – for 9 years at LEGO Group, most recently as a Vice President and contributing to the company’s risk and compliance boards. Has valuable experience in communicating on sustainability issues both externally and internally, working with the stakeholders to ensure the implementation of criteria of sustainable development as well as related risk management. He and his team contributed significantly to LEGO group ranking as the world’s most reputable company for the second year in a row, including the areas of ethics and sustainable development.

At LEGO Systems Mr. Brooks supported and coordinated over \$700 million of funding for renewable energy projects resulting in construction of two offshore windparks, secured funding and delivery of over 50 MWP of LEGO building and ground mounted solar PV, and launched the ‘Engage2Reduce’ supply chain engagement programme.

Currently he serves as a Board Trustee of Global Action Plan and a Board Member of Honnold Foundation.

### **Education:**

2018	Institute of Sustainability Leadership, Cambridge University, UK
2001	MSc. DIC – Environmental Technology (Energy Policy), Imperial College, UK
2000	BSc. (Hons) 2.1 - Environmental Geoscience, University of Sheffield, UK

### **Work experience:**

2016	Vice President, Corporate Responsibility at LEGO System A/S, Denmark
2012 – 2015	Senior Director, Environmental Sustainability at LEGO System A/S, Denmark
2011 – 2012	Sustainability Programme Director at Tesco PLC, UK
2008 – 2011	Environmental Associate Director at PRP, UK
2007 – 2008	Senior Consultant at Greenstone Carbon Management Ltd, UK
2001 – 2007	Senior Consultant at Building Research Establishment Ltd., UK



## Alfonso Faubel

Executive with 34 years' diverse experience in automotive, digitization and energy industries. During recent more than 10 years has especially valuable experience in energy sector, in particular in renewables both in onshore and offshore wind businesses in Siemens Gamesa, Alstom/ General Electric companies – major global players in the wind power markets.

He began his career in industrial International Sales, then moved to Management Consulting in cross-industrial projects worldwide before taking over senior executive positions in finance, commercial and CEO roles as well as a member of executive boards in big international companies.

Mr. Faubel is experienced in business development globally – in Alstom Wind Power/ GE Wind Power he launched business in 16 new markets, i.e., in Southern Europe, opened 4 new production units. He was also valued for business turn around, improving operational excellence, working with teams in different cultural environments on assignments in France, Germany, Switzerland, Italy, Spain, US and Mexico.

Very results-oriented, challenging, has sound financial expertise, demonstrates effective combination of commercial and financial approaches.

### **Education:**

- 2017 The landscape of Philanthropy and Social Entrepreneurship, LSE, UK
- 2010 Executive Education, INSEAD, Singapore & France
- 1987 BA Business Administration, Richmond American International University, UK
- 1985 Universität zu Köln – Vordiplom, Germany

### **Work experience:**

- 2019 – 2020 CEO Onshore at Siemens Gamesa, Spain
- 2017 – 2019 President Europe & Chief Revenue Officer · Energy at Sentient Science, USA & Spain
- 2014 – 2016 SVP Sales & Marketing Power at Alstom Power/ GE Power, Switzerland, France
- 2009 – 2014 SVP Wind Power Business at Alstom Wind/ GE Wind, Spain
- 1996 – 2009 VP EMEA Steering Systems Business, France; CFO Europe, France, other positions at Delphi
- Till 1996 Various roles in management consultancy at Accenture, Spain; Ferrex International, USA; Gruppo Exen, Italy



## **Aušra Vičkačkienė**

A. Vičkačkienė has over 20 years of experience in the civil service, for the last more than 10 years she has been working in the field of state assets management and has been leading the State Assets Management Department. Previously she worked in the fields of financial services regulation and public debt management. A. Vičkačkienė has represented and represents the Ministry of Finance on several boards and / or supervisory boards of state-owned companies for several years.

### ***Education:***

- 1996-1998 Master of Management and business administration, Accounting and Auditing, Vilnius University
- 1992-1996 Bachelor of Management and business administration, Accounting and Auditing Vilnius University

### ***Work experience:***

- 2007 - Director of the State Assets Management Department, Ministry of Finance of the Republic of Lithuania
- 2020 - Member of the Supervisory Board, UAB Valstybės investicijų valdymo agentūra (management of the business aid fund (Covid - 19 to mitigate the consequences of the pandemic), financial instruments for large and medium-sized businesses)
- 2017 - 2021 Member of the Supervisory Board, AB Ignitis grupė (former UAB Lietuvos energija) (energy sector)
- 2016 – 2020 Member of the Board, UAB Būsto paskolų draudimas (Non-life insurance sector - mortgage loan insurance activities (the company does not have an insurance license)
- 2013 – 2016 Chairman of the Board, UAB Viešųjų Investicijos plėtros agentūra (Financial services and measures for public sector investments in modernization of public infrastructure and public services)
- 2008 - 2016 Member of the Board, VĮ Turto bankas (centralized management of state real estate, enforcement of state debts)
- 1999 - 2007 Head of the division, Loan and guarantee supervision division, Public debt management department; Financial services division, Financial markets department, Ministry of Finance of the Republic of Lithuania



## Ingrida Muckutė

Highly experienced accounting and reporting, financial audit regulation professional with 17 years in career at Ministry of Finance. She started in the Ministry of Finance as Director of Accounting Methodology Department in 2004 where she initiated and led the Public sector accounting reform transferring accounting from modified cash basis to accrual basis. In 2013 during the Lithuanian Presidency of the European Council she was chairing Company Law working group's meetings on Audit Directive and Regulation. From then on her responsibilities cover chairing national accounting standards committees for private and public sectors, active contribution to modernising the national systems of Accounting, Companies insolvency and Property and business valuation through proposals of legal initiatives.

Before the Ministry of Finance, she worked as a financial controller in Konica Minolta Baltija and senior auditor in Andersen and later in Ernst&Young Baltic.

### **Education:**

- 1999 – 2001 Master of Management and business administration, Accounting and Auditing, Vilnius University
- 1997 Spring Semester, Financial Management Program, Uppsala University (Sweden)
- 1994 – 1998 Bachelor of Management and business administration, Accounting and Auditing Vilnius University

### **Work experience:**

- 2004 – Director of the reporting, audit, property valuation and insolvency policy department, Ministry of Finance of the Republic of Lithuania
- 2018 – 2021 Member of the Audit Committee of the Supervisory Board, AB Ignitis grupė
- 2013 Chair of the EU Council Working Party on Company Law (audit)
- 2013 Vice-Chair of the EU Council Working Groups on Company Law (Accounting);
- 2003 – 2004 Financial Controller, UAB Konica Minolta Baltija
- 1999 – 2003 Consultant, UAB Arthur Andersen, later Ernst & Young Baltic

## Annex 3: terms and conditions of the agreement for the protection of confidential information

### KONFIDENCIALIOS INFORMACIJOS APSAUGOS SUTARTIS

2021 m. [...] d.

**AB „Ignitis grupė“**, juridinio asmens kodas 301844044, registruotos buveinės adresas \_\_\_\_\_ (toliau – Bendrovė), atstovaujama Bendrovės visuotinio akcininkų susirinkimo įgalioto asmens - \_\_\_\_\_, veikiančio pagal \_\_\_\_\_ m. \_\_\_\_\_ d. bendrovės visuotinio akcininkų susirinkimo sprendimą Nr. \_\_, ir **[vardas ir pavardė]**, asmens kodas [...], gyvenantis [nurodomas adresas] (toliau – Stebėtojų tarybos narys), Bendrovė ir Stebėtojų tarybos narys toliau kartu vadinami „Šalimis“, o kiekvienas atskirai – „Šalimi“,

sudaro sutartį dėl konfidencialios informacijos apsaugos (toliau – Sutartis) ir susitaria:

#### 1. Konfidenciali informacija

1.1. Konfidencialia informacija yra laikoma bet kokia informacija, kurią Stebėtojų tarybos narys sužinojo vykdydamas savo pareigas, ir priklausanti Bendrovei, jos dukterinėms įmonėms ir kitoms jos tiesiogiai ar netiesiogiai valdomoms įmonėms (toliau – „įmonių grupė“), kuri turi vertę dėl to, kad jos nežino tretieji asmenys ir negali būti laisvai jiems prieinama (įskaitant, bet neapsiribojant, bet kokią informaciją apie strateginius projektus, gaminamą ir (ar) prekiaujamą produkciją, teikiamas paslaugas, darbuotojų sukurtus intelektinės veiklos produktus ar jų dalis, apie atliekamus tyrimus ir (ar) jų rezultatus, esamų ar potencialių kontrahentų sąrašus, darbuotojų atlyginimus ir darbo sąlygas, taip pat bet kokius kitus duomenis, susijusius su Bendrovės vykdoma veikla, bei informaciją, kurią Bendrovė ir įmonių grupės įmonės laiko gamybine, komercine ar technologine paslaptimi) (toliau – „Konfidenciali informacija“).

1.2. Konfidencialia informacija taip pat laikoma šios Sutarties 1.1. punkte nurodyta informacija apie trečiuosius asmenis ar susijusi su trečiaisiais asmenimis, kurią Stebėtojų tarybos narys sužinojo atlikdamas savo funkcijas.

1.3. Konfidenciali informacija gali būti išsaugota dokumentuose, magnetinėse, kino ar fotojuostose, nuotraukose, kompiuterio diskuose, diskeliuose, kitose informacijos laikmenose, piešiniuose, brėžiniuose, schemose ir bet kokiose kitose informacijos (duomenų) kaupimo (saugojimo) priemonėse. Konfidenciali informacija taip pat gali būti ir žodinė, t. y. egzistuojanti žmogaus atmintyje ir neišsaugota (neišreikšta) jokia materialia forma.

#### 2. Stebėtojų tarybos nario pareigos

2.1. Stebėtojų tarybos narys privalo užtikrinti visos jam žinomos ir (ar) patikėtos Konfidencialios informacijos savo ar bet kokių trečiųjų asmenų naudai, neatskleisti tokios informacijos kitiems asmenims, išskyrus kitus Bendrovės ar įmonių grupės įmonių priežiūros ir valdymo organų narius, darbuotojus, kurie turi teisę

### AGREEMENT ON PROTECTION OF CONFIDENTIAL INFORMATION

[...] 2021

**AB Ignitis grupė**, legal entity code 301844044, registered office address \_\_\_\_\_ (hereinafter – the Company), represented by \_\_\_\_\_, a person authorized by the General Meeting of Shareholders of the Company, acting in accordance with \_\_\_\_\_ the decision of the general meeting of shareholders of the company No. \_\_, and **[name, surname]**, personal identification code [...], residing at [address] (hereinafter referred to as the Member of the Supervisory Board), The Company and the Member of the Supervisory Board are hereinafter collectively referred to as the “Parties” and individually as the “Party”, enter into an agreement on the protection of confidential information (hereinafter referred to as the Agreement) and agree:

#### 1. Confidential Information

1.1. Any information that has become known to the member of the Supervisory Board in the performance of his/her duties, belonging to the Company, its subsidiaries or other companies directly or indirectly controlled by the Company (hereinafter referred to as the Group), valuable because it is unknown to the third parties and cannot be freely available to them (including, but not limited to, any information on strategic projects, products produced and/or traded, services provided, intellectual property products produced by its employees or parts thereof, on the researches carried out and the results thereof, lists of the existing or potential contractors, salaries of employees and employment conditions, as well as any other data in relation to the activities of the Company, and any information considered to be an industrial, commercial or technological secret by the Company and the companies of the Group) shall be considered Confidential Information (hereinafter referred to as the Confidential Information).

1.2. Also, information on or in relation to any third parties, specified in paragraph 1.1. of the Agreement, that has become known to the member of the Supervisory Board in the performance of his/her duties, shall be considered Confidential Information.

1.3. Confidential Information may be stored in documents, magnetic, film or photo tapes, photographs, computer disks, floppy disks, other media, designs, drawings, diagrams, and any other information/data collection/storage media. Confidential Information may also be verbal, i.e. existing in human memory and not preserved/expressed in any material form.

#### 2. Duties of the Member of the Supervisory Board

2.1. The member of the Supervisory Board must ensure confidentiality of all the Confidential Information known and/or entrusted to him/her, not to use the Confidential Information for benefit of the member of the Supervisory Board or any third party, not to disclose such information to persons other than the members of the supervisory and management bodies of the Company or the Group and the employees entitled to access the Confidential



susipažinti su Konfidencialia informacija, taip pat kitus asmenis, turinčius teisę susipažinti su tokia informacija.

2.2. Stebėtojų tarybos narys, nesilaikydamas Sutarties 2.1 punkto, Stebėtojų tarybos nario funkcijų vykdymo tikslais gali atskleisti Konfidencialią informaciją savo patarėjams, padėjėjams, Stebėtojų tarybos komitetų nariams, teisiniams, finansiniams, mokesčių ar kitiems konsultantams. Tokiu atveju Stebėtojų tarybos narys privalo informuoti šiuos asmenis, kad atskleidžiama Konfidenciali informacija, kuri gali būti naudojama tik teisėtai jos perdavimo tikslais bei užtikrinti, kad Konfidencialią informaciją gavę asmenys užtikrintų jos konfidencialumą. Bet koku atveju tretiesiems asmenims pažeidus Stebėtojų tarybos nario jiems perduotos Konfidencialios informacijos apsaugą, už tokiu pažeidimu padarytus nuostolius prieš Bendrovę atsako Stebėtojų tarybos narys.

2.3. Sutarties 2.2 punktas taikomas ir tuo atveju, kai visa ar dalis su Stebėtojų tarybos nario veikla Bendrovės Stebėtojų taryboje susijusios medžiagos Stebėtojų tarybos nario prašymu perduodama, siunčiama paštu, elektroniniu paštu ar kitais būdais teikiama Stebėtojų tarybos nario nurodytam (-iems) asmeniui (-ims) Stebėtojų tarybos nario funkcijų vykdymo tikslais.

2.4. Stebėtojų tarybos narys privalo imtis visų reikalingų priemonių, kad būtų išvengta neteisėto Konfidencialios informacijos panaudojimo ir atskleidimo, nedelsdamas informuoti Bendrovę, jeigu sužino ar įtaria, kad Konfidenciali informacija buvo atskleista ar gali būti atskleista neturintiems teisės su ja susipažinti asmenims. Taip pat Stebėtojų tarybos narys privalo informuoti Bendrovę apie visas jam žinomas aplinkybes, keliančias grėsmę Konfidencialios informacijos saugumui bei slaptumui.

2.5. Stebėtojų tarybos narys, nepriklausomai nuo to, ar jam Konfidenciali informacija buvo patikėta vykdant Stebėtojų tarybos nario funkcijas ar tapo žinoma kitu būdu, privalo tokią Konfidencialią informaciją naudoti tik pagal paskirtį, t. y. (a) naudoti pagal reikalavimus, numatytus Bendrovės įstatuose, stebėtojų tarybos darbo reglamente, su Bendrove sudarytose sutartyse, ar kituose dokumentuose, kurie nustato Stebėtojų tarybos nario pareigas; (b) naudoti pagal Bendrovės reikalavimus ir instrukcijas. Bet koku atveju Stebėtojų tarybos narys jokių būdu ar forma nenaudos Konfidencialios informacijos asmeniniais tikslais arba savo, savo šeimos, giminaičių ar trečiųjų asmenų interesais be aiškaus išankstinio raštiško Bendrovės sutikimo.

2.6. Pasibaigus Stebėtojų tarybos nario kadencijai, Konfidenciali informacija negali būti atskleista ar platinama ir Stebėtojų tarybos narys neturi teisės pasilikti ir (ar) platinti bet kokių Konfidencialios informacijos kopijų ar nuorašų. Pasibaigus Stebėtojų tarybos nario kadencijai, Konfidencialios informacijos neatskleidimo, nenaudojimo ir neplatino pareiga galioja tol, kol Konfidenciali informacija tampa vieša teisės aktų nustatyta tvarka. Stebėtojų tarybos narys taip pat privalo grąžinti Bendrovei arba sunaikinti visus

Information, as well as any other persons entitled access to such information.

2.2. The member of the Supervisory Board may disclose the Confidential Information to his/her advisers, assistants, members of the committees of the Supervisory Board, legal, financial, tax or other advisers without meeting the requirements of paragraph 2.1 herein for the purpose of performing the functions of the member of the Supervisory Board. In such case, the member of the Supervisory Board must inform such persons that the disclosed information is Confidential information, which may only be used for the legal purpose of transferring thereof, and must ensure that the persons receiving the Confidential Information ensure the confidentiality thereof. However, in case of a third party breaching the confidentiality of information transferred to it by the member of the Supervisory Board, the member of the Supervisory Board shall be liable against the Company for the losses caused by such breach.

2.3. Paragraph 2.2. of the Agreement shall also apply in the case where all or part of the material in relation to the activity of the member of the Supervisory Board in the Supervisory Board at the request of the member of the Supervisory Board is transferred, sent by post, email or otherwise delivered to person(s) specified by the member of the Supervisory Board for the purpose of exercising the functions of the member of the Supervisory Board.

2.4. The member of the Supervisory Board must take all necessary measures to prevent unauthorized use and disclosure of the Confidential Information, inform the Company immediately if he/she becomes aware or suspects that Confidential Information has been disclosed or may be disclosed to unauthorized persons. Moreover, the member of the Supervisory Board must inform the Company of any circumstances known to him/her that might pose threat to the security and confidentiality of the Confidential Information.

2.5. The member of the Supervisory Board, regardless of whether the confidential information was entrusted to perform the functions of the member of the Supervisory Board or has become known otherwise, must use such Confidential Information only for its intended purpose, i.e. (a) use the Confidential Information in accordance with the requirements laid down in the Articles of Association of the Company, the Rules of Procedure of the Supervisory Board, contracts concluded with the Company, or other documents setting out the duties of the member of the Supervisory Board; (b) use the Confidential Information in accordance with the Company's requirements and instructions. In any case, the Supervisory Board member will not use the Confidential Information in any way or form for personal purposes or in the interest of himself/herself, his/her family, relatives or third parties without the express prior written consent of the Company.

2.6. At the end of the term of office of the member of the Supervisory Board, the Confidential Information shall not be disclosed or distributed, and the member of the Supervisory Board shall not have the right to retain and/or distribute any copies or duplicates of the Confidential Information. At the end of the term of office of the member of the Supervisory Board, the obligation of non-disclosure, non-use and non-dissemination of Confidential Information shall remain in force until the Confiden-

dokumentus ir medžiagą bei visas jų kopijas, nuorašus ir (ar) išrašus (įskaitant bet kokias informacijos laikmenas), kuriuose gali būti Konfidencialios informacijos, per 5 (penkias) darbo dienas nuo atitinkamo reikalavimo gavimo, bet ne vėliau nei baigsis Stebėtojų tarybos nario įgaliojimai. Šiuo atveju Stebėtojų tarybos narys neturi teisės pasilikti sau jokia forma išsaugotos Konfidencialios informacijos. Bendrovės rašytiniu prašymu Stebėtojų tarybos narys privalo pateikti rašytinį patvirtinimą apie šiame punkte numatytų pareigų tinkamą įvykdymą.

2.7. Aukščiau šioje Sutarties dalyje nurodytos konfidencialios informacijos apsaugos pareigos netaikomos tos Konfidencialios informacijos atžvilgiu, kuri: (a) tapo viešai žinoma ir laisvai prieinama teisės aktų nustatyta tvarka; (b) yra atskleidžiama trečiajai šaliai turint Bendrovės išankstinį rašytinį sutikimą; ir (c) yra atskleidžiama vykdant teisėtą teismo ar valdžios institucijos nurodymą.

### 3. Atsakomybė

3.1. Stebėtojų tarybos narys, pažeidęs šią Sutartį, privalo atlyginti Bendrovei padarytus nuostolius.

### 4. Teisių perleidimas

4.1. Nė viena Šalis negali perleisti savo teisių ar pareigų pagal šią Sutartį bet kokiai trečiajai šaliai.

### 5. Kalba ir egzemplioriai

5.1. Ši Sutartis yra sudaroma 2 (dviem) egzemplioriais lietuvių ir anglų kalbomis, po vieną egzempliorių kiekvienai Šaliai.

### 6. Baigiamosios nuostatos

6.1. Ši Sutartis įsigalioja nuo jos pasirašymo momento. Visos nurodytos konfidencialios informacijos apsaugos pareigos lieka galioti neterminuotai ir pasibaigus Stebėtojų tarybos nario kadencijai.

6.2. Šalys, pasirašydamos šią Sutartį, patvirtina, kad Sutarties turinys yra suprantamas, aiškus ir atitinka Šalių valią.

Bendrovės visuotinio akcininkų susirinkimo įgaliotas asmuo

[vardas ir pavardė]

\_\_\_\_\_

(pasirašymo data)

Stebėtojų tarybos narys

[vardas ir pavardė]

\_\_\_\_\_

(pasirašymo data)

tial Information becomes public in the manner prescribed by the legislation. The member of the Supervisory Board must also return to the Company or destroy all documents and materials as well as any copies, duplicates and/or extracts thereof (including any media) that may contain Confidential Information within 5 (five) business days of the receipt of relevant request, but no later than the expiry of the authority of the member of the Supervisory Board. In such case, the member of the Supervisory Board shall not have the right to keep Confidential Information in any form. Upon written request of the Company, the member of the Supervisory Board must submit a written confirmation of proper performance of the duties provided for in this paragraph.

2.7. The above obligations to protect Confidential Information shall not apply in respect of the Confidential Information that: (a) has become publicly known and easily available in accordance with the procedures set by the legislation, (b) is disclosed to a third party with a prior written consent of the Company, and (c) is disclosed in the execution of a lawful order of court or governmental authority.

### 3. Liability

3.1. The member of the Supervisory Board shall compensate the Company for the losses incurred in case of a breach of this Agreement.

### 4. Assignment of Rights

4.1. Neither Party may assign its rights or obligations under this Agreement to any third party.

### 5. Language and Number of Copies

5.1. This Agreement is made in 2 (two) copies in Lithuanian and English, one for each Party.

### 6. Final Provisions

6.1. This Agreement shall come into force from the moment of signing. All obligations to protect Confidential Information shall remain in force indefinitely and at the end of the term of office of the member of the Supervisory Board.

6.2. By signing this Agreement the Parties confirm that the contents of the Agreement are understandable, clear and in accordance with the will of the Parties.

Person authorized by the general meeting of shareholders of the Company

[name, surname]

\_\_\_\_\_

(date of signature)

The Member of the Supervisory Board

[name, surname]

\_\_\_\_\_

(date of signature)

## Annex 4: terms and conditions of the agreement regarding the activities of the member of the Supervisory Board

### SUTARTIS DĖL STEBĖTOJŲ TARYBOS NARIO VEIKLOS

[data]

AB „Ignitis grupė“, juridinio asmens kodas 301844044, registruotos buveinės adresas \_\_\_\_\_ (toliau – Bendrovė), atstovaujama Bendrovės visuotinio akcininkų susirinkimo įgalioto asmens [ ], veikiančio pagal [ ] bendrovės visuotinio akcininkų susirinkimo sprendimą Nr. [ ], ir

[ ], asmens kodas [ ], gyvenantis [ ] (toliau – Stebėtojų tarybos narys),

Bendrovė ir Stebėtojų tarybos narys toliau kartu vadinami „Šalimis“, o kiekvienas atskirai – „Šalimi“,

#### ATSIŽVELGIANT Į TAI, KAD:

(A) Stebėtojų tarybos narys [ ] d. Bendrovės visuotinio akcininkų susirinkimo sprendimu Nr. [ ] buvo išrinktas į Bendrovės stebėtojų tarybą;

(B) Bendrovė ir Stebėtojų tarybos narys siekia Sutartimi įtvirtinti Stebėtojų tarybos nario veiklos principus, nustatyti Stebėtojų tarybos nario teises, pareigas ir atsakomybę už veiklą Bendrovės stebėtojų taryboje, materialines sąlygas ir priemones, reikalingas pareigų vykdymui;

Šalys susitaria:

#### 1. STEBĖTOJŲ TARYBOS NARIO VEIKLA

##### 1.1. Stebėtojų tarybos nario funkcijos

1.1.1. Stebėtojų tarybos narys vykdo savo pareigas, numatytas taikytinuose teisės aktuose, Bendrovės įstatuose, visuotinio akcininkų susirinkimo ir stebėtojų tarybos sprendimuose, bei, veikdamas kartu su kitais į Bendrovės stebėtojų tarybą išrinktais asmenimis, sprendžia Bendrovės stebėtojų tarybos kompetencijai priskirtus klausimus ir vykdo kitas Bendrovės stebėtojų tarybai pavestas funkcijas.

1.1.2. Stebėtojų tarybos narys privalo veikti Bendrovės ir visų Bendrovės akcininkų naudai. Savo veikloje Stebėtojų tarybos narys vadovaujasi įstatymais, kitais teisės aktais, Bendrovės įstatais, visuotinio akcininkų susirinkimo ir stebėtojų tarybos sprendimais, taip pat ir Bendrovės veiklos strategija, bei stebėtojų tarybos darbo reglamentu.

1.1.3. Stebėtojų tarybos narys įsipareigoja savo pareigas vykdyti tinkamai, efektyviai ir objektyviai spręsti visus stebėtojų tarybai priskirtus klausimus bei vadovautis aukščiausiais profesionalumo standartais. Stebėtojų tarybos narys privalo užtikrinti, kad taikytinuose įstatymuose ir kituose teisės aktuose bei Bendrovės įstatuose numatytos stebėtojų tarybos funkcijos būtų įgyvendinamos nepertraukiamai.

### AGREEMENT REGARDING THE ACTIVITIES OF THE MEMBER OF THE SUPERVISORY BOARD

[date]

AB Ignitis grupė, legal entity code 301844044, registered office address \_\_\_\_\_ (hereinafter – the Company), represented by [ ], a person authorized by the General Meeting of Shareholders of the Company, acting in accordance with [ ] the decision of the general meeting of shareholders of the company No. [ ], and

[ ], personal identification code [ ], residing at [ ] (hereinafter referred to as the Member of the Supervisory Board),

The Company and the Member of the Supervisory Board are hereinafter collectively referred to as the “Parties” and individually as the “Party”,

#### IN VIEW OF THE FACT THAT:

(A) the Member of the Supervisory Board has been elected to the Supervisory Board of the Company following the decision No. [ ] taken during the General Meeting of the Shareholders of [ ];

(B) the aim of the Agreement between the Company and the Member of the Supervisory Board is to establish the principles of activity of the Member of the Supervisory Board, to set the rights, obligations and liability of the Member of the Supervisory Board for the activity in the Supervisory Board of the Company, material conditions and measures necessary for the performance of the duties;

the Parties shall agree as follows:

#### 1. ACTIVITIES OF THE MEMBER OF THE SUPERVISORY BOARD

##### 1.1. Functions of the Member of the Supervisory Board

1.1.1. The Member of the Supervisory Board shall perform his/her duties set out in the applicable legislation, the Articles of Association of the Company, decisions of the General Meeting of Shareholders and the Supervisory Board, and, acting together with other persons elected to the Supervisory Board of the Company, resolve the issues attributed to the competence of the Supervisory Board and perform other tasks assigned to the Supervisory Board.

1.1.2. The Member of the Supervisory Board must act for the benefit of the Company and all shareholders of the Company. The Member of the Supervisory Board shall act in accordance with the laws, other legislation, the Articles of Association of the Company, the decisions of the General Meeting of Shareholders and the Supervisory Board, as well as the operational strategy of the Company and the Rules of Procedure of the Supervisory Board.

1.1.3. The Member of the Supervisory Board shall undertake to perform his/her duties properly, to resolve all issues assigned to the Supervisory Board efficiently and impartially and to follow the highest professional standards. The Member of the Supervisory Board must ensure that the functions of the Supervisory Board provided for in the applicable laws and other legislation as

1.1.4. Stebėtojų tarybos narys savo pareigas privalo vykdyti asmeniškai ir neturi teisės perleisti ar pavesti visų ar dalies Stebėtojų tarybos nario funkcijų vykdymo tretiesiems asmenims, išskyrus įstatymuose ir šioje Sutartyje numatytas išimtis.

## **1.2. Dalyvavimas Bendrovės stebėtojų tarybos posėdžiuose**

1.2.1. Stebėtojų tarybos narys privalo dalyvauti visuose Bendrovės stebėtojų tarybos posėdžiuose, išskyrus atvejus, kai to neįmanoma padaryti dėl objektyvių priežasčių.

1.2.2. Stebėtojų tarybos narys visuomet privalo atvykti į posėdžius susipažinęs su posėdžio darbotvarka ir visa jam pateikta su nagrinėjama klausimais susijusia informacija bei dokumentais. Stebėtojų tarybos narys privalo aktyviai dalyvauti svarstant posėdžio darbotvarkėje numatytus klausimus, raštu ar žodžiu išdėstyti savo poziciją visais aptariamais klausimais bei teikti argumentuotus pasiūlymus dėl svarstomų klausimų sprendimo.

1.2.3. Stebėtojų tarybos narys turi stebėtojų tarybos posėdžio šaukimo iniciatyvos teisę ir teisę siūlyti klausimus į inicijuojamo ar šaukiamo stebėtojų tarybos posėdžio darbotvarkę.

## **1.3. Balsavimas**

1.3.1. Stebėtojų tarybos narys privalo dalyvauti Stebėtojų tarybos posėdžiuose ir balsuoti „už“ arba „prieš“ kiekvienu svarstomu klausimu. Stebėtojų tarybos narys neturi teisės atsisakyti balsuoti ar susilaikyti balsuojant, išskyrus atvejus, kai gali kilti Stebėtojų tarybos nario ir Bendrovės interesų konfliktas ar kitais Bendrovės įstatų ar teisės aktų nustatytais pagrindais. Stebėtojų tarybos narys turi teisę duoti paprastos rašytinės formos įgaliojimą kitam Stebėtojų tarybos nariui, kuris atstovautų jam balsuojant Stebėtojų tarybos posėdyje.

1.3.2. Stebėtojų tarybos narys negalintis tiesiogiai dalyvauti Stebėtojų tarybos posėdyje, Bendrovės stebėtojų tarybos darbo reglamente nustatyta tvarka privalo iš anksto balsuoti raštu arba balsuoti elektroninių ryšių priemonėmis, jeigu užtikrinamas perduodamos informacijos saugumas ir galima nustatyti balsavusio asmens tapatybę.

## **1.4. Stebėtojų tarybos nario veiklos techninių ir organizacinių priemonių suteikimas**

1.4.1. Bendrovė užtikrina tinkamas Stebėtojų tarybos ir Stebėtojų tarybos narių darbo Stebėtojų taryboje sąlygas, suteikdama darbui būtinas technines ir organizacines priemones.

## **1.5. Interesų konflikto nebuvimas**

1.5.1. Stebėtojų tarybos narys privalo pateikti Bendrovei sutikimą kandidatuoti į Bendrovės stebėtojų tarybos narius ir interesų deklaracija, kurioje nurodomos visos aplinkybės, dėl kurių galėtų kilti Stebėtojų tarybos nario ir Bendrovės interesų konfliktas. Atsiradus naujoms nenurodytoms aplinkybėms, dėl kurių

well as the Articles of Association of the Company are implemented continuously.

1.1.4. The Member of the Supervisory Board must perform his/her duties in person and shall not be entitled to assign or delegate all or part of the functions of the Member of the Supervisory Board to the third parties, except for statutory exceptions and exceptions in this Agreement.

## **1.2. Participation in the Meetings of the Supervisory Board of the Company**

1.2.1. The Member of the Supervisory Board must attend all meetings of the Supervisory Board of the Company unless it is impossible to do so for objective reasons.

1.2.2. The Member of the Supervisory Board must always come to the meetings having familiarized himself/herself with the agenda of the meeting and with all the information and documents in relation to the issues under consideration provided. The Member of the Supervisory Board must actively participate in the discussion of the issues on the agenda of the meeting, present his/her position in writing or orally on all the issues discussed, and make reasoned proposals for resolving the issues under consideration.

1.2.3. The Member of the Supervisory Board shall have the right to initiate a meeting of the Supervisory Board and the right to suggest questions to the agenda of the meeting of the Supervisory Board to be initiated or convened.

## **1.3. Voting**

1.3.1. Members of the Supervisory Board must attend the meetings of the Supervisory Board and vote for or against each item under consideration. The Member of the Supervisory Board shall not have the right to refuse to vote or to abstain from voting, except in cases where there may be a conflict of interests between the Member of the Supervisory Board and the Company or on other grounds established by the Articles of Association or the legislation. The Member of the Supervisory Board shall have the right to give an authorization in a simple written form to another Member of the Supervisory Board who would represent him/her in voting at the meeting of the Supervisory Board.

1.3.2. The Member of the Supervisory Board who is unable to participate directly in the meeting of the Supervisory Board must vote in advance in writing or vote by electronic means in accordance with the procedure prescribed in the Rules of Procedure of the Supervisory Board, if the security of the information transmitted may be ensured and the identity of the voter can be established.

## **1.4. Provision of the Technical and Organizational Measures for the Activities of the Member of the Supervisory Board**

1.4.1. The Company shall ensure proper conditions of work for the Supervisory Board and the members of the Supervisory Board in the Supervisory Board by providing technical and organizational measures necessary for work.

## **1.5. Absence of Conflict of Interest**

1.5.1. The Member of the Supervisory Board shall submit to the Company the consent of the Member of the Supervisory Board to run for the Member of the Supervisory Board of the Company and the declaration of interests specifying all the circumstances that could give rise to a conflict of interest between the Member of the

galėtų kilti Stebėtojų tarybos nario ir Bendrovės interesų konfliktas, Stebėtojų tarybos narys apie tokias naujas aplinkybes privalo nedelsiant raštu informuoti Bendrovės stebėtojų tarybą ir Bendrovę.

### **1.6. Darbo santykių nebuvimas**

1.6.1. Šalys patvirtina, kad šia Sutartimi tarp Stebėtojų tarybos nario ir Bendrovės sukuriama civiliniai teisiniai santykiai. Ši Sutartis negali būti aiškinama, kaip sukurianti darbo santykius tarp Šalių. Atitinkamai, Stebėtojų tarybos narys negali būti laikomas Bendrovės darbuotoju ir nėra pavaldus ar atskaitingas Bendrovės administracijai. Pagal šią Sutartį Stebėtojų tarybos narys veikia tik kaip Bendrovės Stebėtojų tarybos narys ir prisiima visą atsakomybę už savo funkcijų atlikimą bei šios Sutarties vykdymą.

### **1.7. Intelektinė nuosavybė**

1.7.1. Šalys susitaria, kad turinės ir, kiek to nedraudžia taikytini teisės aktai, neturinės teisės į visus šios Sutarties galiojimo metu Stebėtojų tarybos nario sukurtus intelektualines ar pramonines nuosavybės dalykus, tiesiogiai susijusius su Stebėtojų tarybos nario veikla pagal šią Sutartį, įskaitant autorius teisių objektus, prekių, paslaugų ženklus, produktus ir pramoninį dizainą, ir kitus Stebėtojų tarybos nario pareigų vykdymu metu sukurtus dalykus visiškai, automatiškai, neterminuotai ir neatšaukiamai tampa ir yra išimtinė Bendrovės nuosavybė.

1.7.2. Atlyginimas Stebėtojų tarybos nariui už Sutarties 1.7.1 straipsnyje nurodytų dalykų sukūrimą nėra mokamas ir Bendrovė turi teisę disponuoti Sutarties 1.7.1 straipsnyje nurodytais dalykais išimtinai savo nuožiūra, nemokėdama Stebėtojų tarybos nariui jokio papildomo atlygio.

## **2. ATSAKOMYBĖ IR NUOSTOLIŲ ATLYGINIMAS**

### **2.1. Bendrovės atsakomybė**

2.1.1. Bendrovė įsipareigoja atlyginti Stebėtojų tarybos nariui ir apsaugoti jį nuo bet kokių nuostolių ar žalos (įskaitant protingas išlaidas teisinei pagalbai), kurie gali būti Stebėtojų tarybos nario patirti dėl bet kokios priežasties, susijusios su Stebėtojų tarybos nario veikla Bendrovės stebėtojų taryboje, išskyrus atvejus, kai tokie nuostoliai ar žala Stebėtojų tarybos nariui kilo dėl Stebėtojų tarybos nario tyčios ar didelio neatsargumo.

2.1.2. Šios Sutarties galiojimo metu Bendrovė įsipareigoja apdrausti Stebėtojų tarybos narį juridinių asmenų organų civilinės atsakomybės draudimu.

### **2.2. Stebėtojų tarybos nario atsakomybė ir pareiga atlyginti nuostolius**

2.2.1. Stebėtojų tarybos narys įsipareigoja atlyginti Bendrovei ir apsaugoti ją nuo bet kokių nuostolių ar žalos (įskaitant protingas išlaidas teisinei pagalbai), kuriuos ji gali patirti dėl Stebėtojų tarybos nario įvykdyto šios Sutarties pažeidimo ir/ar trečiųjų asmenų,

Supervisory Board and the Company. In the case of new unspecified circumstances that could give rise to a conflict of interest between the Member of the Supervisory Board and the Company, the Member of the Supervisory Board shall immediately inform the Supervisory Board and the Company of such new circumstances in writing.

### **1.6. Absence of Employment Relationship**

1.6.1. The Parties confirm that this Agreement creates the civil legal relationship between the Member of the Supervisory Board and the Company. This Agreement shall not be construed as creating an employment relationship between the Parties. Accordingly, the Member of the Supervisory Board shall not be considered an employee of the Company and shall not be subordinate or accountable to the management of the Company. Pursuant to this Agreement, the Member of the Supervisory Board shall act only as the Member of the Supervisory Board of the Company and shall assume full responsibility for the performance of his/her functions and implementation of this Agreement.

### **1.7. Intellectual Property**

1.7.1. The Parties agree that the economic and, to the extent not prohibited by applicable legislation, the non-economic rights to any intellectual or industrial property created by the Member of the Supervisory Board during the term of this Agreement, directly related to the activities of the Member of the Supervisory Board under this Agreement, including copyright objects, trademarks, service marks, products and industrial designs, as well as any other items developed during the performance of the duties of the Member of the Supervisory Board shall fully, automatically, indefinitely and irrevocably become owned by the Company and shall be the exclusive property of the Company.

1.7.2. Remuneration to the Member of the Supervisory Board for creation of the items referred to in Article 1.7.1 above is not paid and the Company shall have the right to dispose of referred to in Article 1.7.1 items at its sole discretion without paying any additional remuneration to the Member of the Supervisory Board.

## **2. LIABILITY AND DAMAGES**

### **2.1. Liability of the Company**

2.1.1. The Company shall undertake to indemnify and hold harmless the Member of the Supervisory Board from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Member of the Supervisory Board for any reason in relation to the activities of the Member of the Supervisory Board in the Supervisory Board of the Company, unless such losses or damages were incurred by the Member of the Supervisory Board as the result of willful misconduct or gross negligence of the Member of the Supervisory Board.

2.1.2. During the validity of this Agreement, the Company shall undertake to insure the Member of the Supervisory Board with the civil liability insurance for bodies of legal entities.

### **2.2. Liability of the Member of the Supervisory Board and Obligation to Compensate for Damages**

2.2.1. The Member of the Supervisory Board shall undertake to shall undertake to indemnify and hold harmless the Company from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Company as a result of a

įskaitant Bendrovės akcininkus, reikalavimų, susijusių su Stebėtojų tarybos nario veikla Bendrovės stebėtojų taryboje ar tos veiklos rezultatais, kai tokie nuostoliai ar žala Bendrovei kilo dėl Stebėtojų tarybos nario tyčios ar didelio neatsargumo.

### 3. KITOS SĄLYGOS

#### 3.1. Teisė gauti informaciją ir konfidencialumas

3.1.1. Stebėtojų tarybos narys turi teisę susipažinti su visais Bendrovės ir jos tiesioginiai ir/ar netiesiogiai valdomų įmonių dokumentais ir visa Bendrovės ir jos tiesiogiai ir/ar netiesiogiai valdomų įmonių informacija (įskaitant ir informaciją apie valdymo organų sprendimų, kurie dar nėra priimti, projektus ir informaciją apie planuojamus sudaryti sandorius bei investicijas), kuri Stebėtojų tarybos nario prašymu gali būti susisteminta pagal jo nurodytus pagrindus kriterijus.

3.1.2. Šios Sutarties galiojimo metu, o taip pat ir neterminuotą laikotarpį jai pasibaigus, Stebėtojų tarybos narys įsipareigoja laikyti konfidencialia ir neatskleisti, be išankstinio raštiško Bendrovės sutikimo, jokiai trečiajai šaliai Bendrovės konfidencialios informacijos. Informacijos, kuri laikoma konfidencialia, sąrašą tvirtina Bendrovės valdyba.

#### 3.2. Pranešimai ir kita informacija

3.2.1. Visi pranešimai, prašymai, rašytiniai pareikalavimai ar kiti dokumentai pagal šią Sutartį („Pranešimai“) siunčiami šiais adresais:

**Bendrovei:**

[ ]

**Stebėtojų tarybos nariui:**

[adresas]

[el. paštas]

3.2.2. Visi Pranešimai pagal šią Sutartį laikomi tinkamai įteiktai, kai jie įteikiami aukščiau nurodytais adresais, gavimą patvirtinant parašu (Bendrovės gavimas patvirtinamas Bendrovės darbuotojų, valdymo organų narių arba kitų jos įgaliotų asmenų parašais), o kai Pranešimai

siunčiami elektroninio pašto adresu – atsakant tokia pat forma, arba yra siunčiami registruotu ar kurjerių paštu. Kiekviena Šalis privalo pranešti kitai Šaliai apie bet kokius jos adreso, banko sąskaitos ar kitų duomenų, nurodytų šioje Sutartyje, pasikeitimus, ne vėliau kaip per 5 (penkis) darbo dienas nuo tokio pasikeitimo. Jei Šalis nepraneša apie adreso pasikeitimą, tai Pranešimo siuntimas paskutiniu turimu adresu yra laikomas tinkamu.

#### 3.3. Įsigaliojimas. Sutarties terminas

3.3.1. Ši Sutartis įsigalioja nuo jos pasirašymo momento ir galioja iki anksčiausios iš šių datų: (a) Stebėtojų tarybos narys atsistatydina ar negali toliau eiti pareigų, (b) Stebėtojų tarybos narys yra atšaukiamas iš Bendrovės stebėtojų tarybos ar atšaukiama visa Bendrovės stebėtojų taryba arba (c) Stebėtojų tarybos narys nustoja eiti Bendrovės stebėtojų tarybos nario pareigas kitu pagrindu. Sutarties 1.7, 2, 3.1.2 ir

breach of this Agreement by the Member of the Supervisory Board and/or claims by the third parties, including the shareholders of the Company, in relation to the activities of the Member of the Supervisory Board in the Supervisory Board of the Company or the outcome of the activities when such losses or damages were incurred by the Company as the result of willful misconduct or gross negligence of the Member of the Supervisory Board.

### 3. OTHER CONDITIONS

#### 3.1. Access to Information and Confidentiality

3.1.1. The Member of the Supervisory Board shall have the right to access all documents of the Company and the companies directly and/or indirectly controlled by the Company as well as all information of the Company and the companies directly and/or indirectly controlled by the Company (including the information on the draft decisions of the management bodies that have not been adopted yet and information on planned transactions and investments), which at the request of the Member of the Supervisory Board may be systematized according to reasonable criteria specified by the Member of the Supervisory Board.

3.1.2. During the validity of this Agreement, as well as for an indefinite period after expiry of the agreement, the Member of the Supervisory Board shall undertake to keep confidential and not to disclose to any third parties any confidential information of the Company without prior written consent of the Company. The list of the information considered confidential shall be approved by the Board of the Company.

#### 3.2. Notifications and Other Information

3.2.1. All notifications, requests, written demands or other documents under this Agreement (hereinafter referred to as the Notifications) shall be sent to the following addresses:

**To the Company:**

[ ]

To the Member of the Supervisory Board:

[address]

[email]

3.2.2. All Notifications under this Agreement shall be deemed duly delivered when they are served to the above addresses under signature (receipt by the Company shall be confirmed by the signatures of the Company's employees, members of the management bodies or other authorized persons) or, if sent via electronic email – a reply has been received by the same method, or sent by registered or courier mail. Each Party shall notify the other Party of any changes in its address, bank account or other data specified in this Agreement no later than within 5 (five) business days of such changes. If the Party fails to notify the changes of the address, sending of the Notification to the last available address shall be deemed appropriate.

#### 3.3. Entry into force. Term of the Agreement

4.3.1. This Agreement shall enter into force from the moment of its signing and shall remain in force until the earliest of the following dates: (a) the Member of the Supervisory Board resigns or is unable to continue his/her duties; (b) the Member of the Supervisory Board is recalled from the Supervisory Board of the Company or the entire Supervisory Board is recalled; (c) the member of the Supervisory Board ceases to hold the office of the Member

3.4 straipsnių sąlygos lieka galioti ir po šios Sutarties pasibaigimo.

4.3.2. Stebėtojų tarybos narys, ne vėliau nei Sutarties pasibaigimo dieną, įsipareigoja sunaikinti arba perduoti Bendrovei (a) visus jo turimus veiklos vykdymo metu gautus ar sukurtus dokumentus (įskaitant, bet neapsiribojant, korespondenciją, pranešimus, sutartis, kitus dokumentus, taip pat kompiuterio diskus, kitas optiniu ar elektroniniu būdu nuskaitomas informacijos laikmenas) ir (b) Stebėtojų tarybos nariui valdyti ir/ar naudotis ryšium su jo veikla Bendrovės stebėtojų taryboje perduotą Bendrovei priklausančią ar Bendrovės kitais pagrindais valdomą turtą ir kitus reikmenis. Bendrovės rašytiniu prašymu Stebėtojų tarybos narys įsipareigoja pateikti rašytinį patvirtinimą apie šiame punkte numatytų pareigų tinkamą įvykdymą.

#### **4.4. Ginčų sprendimas**

4.4.1. Šiai Sutarčiai jos sąlygų aiškinimui, taikymui, taip pat klausimams, susijusiems su jos pažeidimu, galiojimu ar negaliojimu, spręsti taikoma Lietuvos Respublikos teisė.

4.4.2. Visi ginčai, nesutarimai ar reikalavimai, kylantys iš šios Sutarties ar susiję su šia Sutartimi, jos pažeidimu, nutraukimu ar galiojimu, sprendžiami derybų būdu. Jeigu per 30 (trisdešimt) kalendorinių dienų Šalims nepavyksta taikiai išspręsti ginčo, ginčas galutinai sprendžiamas Vilniaus komercinio arbitražo teisme pagal jo reglamentą. Arbitražinio teismo vieta – Vilnius. Arbitražinio teismo arbitražo skaičius – trys. Arbitražo kalba – lietuvių kalba.

#### **4.5. Pakeitimai ir papildymai**

4.5.1. Šios Sutarties pakeitimai ar papildymai, kai keičiamos neesminės Sutarties nuostatos, sudaromi raštu ir pasirašomi abiejų Šalių. Šiems pakeitimams nėra reikalingas Bendrovės visuotinio akcininkų susirinkimo sprendimas.

4.5.2. Esminės Sutarties nuostatos keičiamos Bendrovės visuotinio akcininkų susirinkimo sprendimu, tokius pakeitimus sudarant raštiškai ir abiem Šalims pasirašant.

#### **4.6. Sąlygų atskiriamumas**

4.6.1. Jeigu kuri nors šios Sutarties sąlyga visiškai ar iš dalies negaliojotų ar taptų negaliojančia dėl jos prieštaravimo taikytiniams teisės aktams arba dėl bet kurios kitos priežasties, likusios šios Sutarties sąlygos liks galioti visa apimtimi. Tokiu atveju, Šalys gera valia derėsis ir sieks pakeisti minėtą visiškai ar iš dalies negaliojančią sąlygą kita galiojančia sąlyga, kuri, kiek tai įmanoma, leistų pasiekti tokį patį teisinį ir ekonominį rezultatą kaip šios Sutarties sąlyga, kuri bus tokiu būdu pakeista.

#### **4.7. Teisių perleidimas**

4.7.1. Nė viena Šalis negali perleisti savo teisių ar pareigų pagal šią Sutartį bet kokiai trečiajai šaliai, išskyrus įstatymuose ir šioje Sutartyje numatytas išimtis.

#### **4.8. Kalba ir egzemplioriai**

of the Supervisory Board on other grounds. The provisions of Paragraphs 1.7, 2, 3.1.2 and 3.4 of the Agreement shall remain in force after the expiration of this Agreement.

4.3.2. No later than the date of termination of the Agreement, the Member of the Supervisory Board shall undertake to destroy or transfer to the Company: (a) all documents (including, but not limited to, correspondence, messages, contracts, other documents, as well as computer discs, other optically or electronically readable media) available, received or created during the performance of the activities; (b) property or other items belonging to or otherwise managed by the Company transferred to be managed and used by the Member of the Supervisory Board in connection with his/her activities in the Supervisory Board. Upon written request of the Company, the Member of the Supervisory Board shall undertake to submit a written confirmation of proper performance of the duties provided for in this paragraph.

#### **4.4. Dispute Resolution**

4.4.1. The law of the Republic of Lithuania shall apply to the interpretation and application of this Agreement and the terms and conditions thereof, as well as any issues in relation to breaching, validity or invalidity of the Agreement.

4.4.2. All disputes, disagreements or claims arising out of or in relation to this Agreement, violation, termination or validity thereof shall be settled by way of negotiation. In case the Parties fail to settle the dispute amicably within 30 (thirty) calendar days, the dispute shall be finally settled in Vilnius Court of Commercial Arbitration in accordance with the regulation thereof. Place of the arbitration court shall be Vilnius. The number of arbitrators in the court of arbitration shall be three. The language of arbitration shall be Lithuanian.

#### **4.5. Amendments and Supplements**

4.5.1. Amendments or supplements to this Agreement, when the non-essential provisions of the Agreement are amended, shall be made in writing and signed by both Parties. Such amendments do not require the decision of the General Meeting of Shareholders of the Company.

4.5.2. Essential provisions of the Agreement shall be amended by the decision of the General Meeting of Shareholders of the Company, made in writing and signed by both Parties.

#### **4.6. Separability of Provisions**

4.6.1. If any provision of this Agreement is or becomes wholly or partially invalid due to its inconsistency with the applicable legislation or for any other reason, the remaining provisions of this Agreement will remain in full force and effect. In such a case, the Parties will, in good faith, negotiate and endeavor to replace the aforementioned wholly or partially invalid provision with another valid provision which, to the extent possible, would enable achieving the same legal and economic result as the provision of this Agreement, which will be amended.

#### **4.7. Assignment of Rights**

4.7.1. Neither Party may assign its rights or obligations under this Agreement to any third party, except for statutory exceptions and exceptions in this Agreement.

#### **4.8. Language and Number of Copies**

4.8.1. Ši Sutartis yra sudaroma 2 (dviem) egzemplioriais lietuvių ir anglų kalbomis, po vieną egzempliorių kiekvienai Šaliai.

Bendrovės visuotinio akcininkų susirinkimo įgaliotas asmuo  
[ ]

\_\_\_\_\_

(pasirašymo data)

Stebėtojų tarybos narys  
[ ]

\_\_\_\_\_

(pasirašymo data)

4.8.1. This Agreement shall be made in 2 (two) copies in Lithuanian and English, one for each Party.

Person authorized by the general meeting of shareholders of the Company  
[ ]

\_\_\_\_\_

(date of signature)

The Member of the Supervisory Board  
[ ]

\_\_\_\_\_

(date of signature)



## Annex 5: terms and conditions of the agreement regarding the activities of the independent member of the Supervisory Board

### SUTARTIS DĖL NEPRIKLAUSOMO STEBĖTOJŲ TARYBOS NARIO VEIKLOS

[data]  
**AB „Ignitis grupė“**, juridinio asmens kodas 301844044, registruotos buveinės adresas \_\_\_\_\_ (toliau – Bendrovė), atstovaujama Bendrovės visuotinio akcininkų susirinkimo įgalioto asmens [ ], veikiančio pagal [ ] bendrovės visuotinio akcininkų susirinkimo sprendimą Nr. [ ], ir [ ], asmens kodas [ ], gyvenantis [ ] (toliau – Stebėtojų tarybos narys),

Bendrovė ir Stebėtojų tarybos narys toliau kartu vadinami „Šalimis“, o kiekvienas atskirai – „Šalimi“,

#### ATSIŽVELGIANT Į TAI, KAD:

(B) Stebėtojų tarybos narys [ ] d. Bendrovės visuotinio akcininkų susirinkimo sprendimu Nr. [ ] buvo išrinktas į Bendrovės stebėtojų tarybą;

(B) Bendrovė ir Stebėtojų tarybos narys siekia Sutartimi įtvirtinti Stebėtojų tarybos nario veiklos principus, nustatyti Stebėtojų tarybos nario teises, pareigas ir atsakomybę už veiklą Bendrovės stebėtojų taryboje, atlygio už Stebėtojų tarybos nario veiklą principus, materialines sąlygas ir priemones, reikalingas pareigų vykdymui;

(C) Vadovaujantis Nasdaq Vilnius listinguojamų bendrovių valdymo kodekso nuostatomis dėl nepriklausomų Bendrovės stebėtojų tarybos narių, kurios, be kita ko, nustato, kad stebėtojų tarybos narys turėtų būti laikomas nepriklausomu tik tais atvejais, kai jo nesaisto jokie verslo, giminystės ar kitokie ryšiai su Bendrove, ją kontroliuojančiu akcininku arba jų administracija, dėl kurių kyla ar gali kilti interesų konfliktas ir kurie gali paveikti nario nuomonę;

(D) Stebėtojų tarybos nariui patvirtinant savo nepriklausomumą,

Šalys susitaria:

#### 1. STEBĖTOJŲ TARYBOS NARIO VEIKLA

##### 1.1. Stebėtojų tarybos nario funkcijos

1.1.1. Stebėtojų tarybos narys vykdo savo pareigas, numatytas taikytinuose teisės aktuose, Bendrovės įstatuose, visuotinio akcininkų susirinkimo ir stebėtojų tarybos sprendimuose, bei, veikdamas kartu su kitais į Bendrovės stebėtojų tarybą išrinktais asmenimis, sprendžia Bendrovės stebėtojų tarybos kompetencijai priskirtus klausimus ir vykdo kitas Bendrovės stebėtojų tarybai pavestas funkcijas.

### AGREEMENT REGARDING THE ACTIVITIES OF THE INDEPENDENT MEMBER OF THE SUPERVISORY BOARD

[date]  
**AB Ignitis grupė**, legal entity code 301844044, registered office address \_\_\_\_\_ (hereinafter – the Company), represented by [ ], a person authorized by the General Meeting of Shareholders of the Company, acting in accordance with [ ] the decision of the general meeting of shareholders of the company No. [ ], and [ ], personal identification code [ ], residing at [ ] (hereinafter referred to as the Member of the Supervisory Board),

The Company and the Member of the Supervisory Board are hereinafter collectively referred to as the “Parties” and individually as the “Party”,

#### IN VIEW OF THE FACT THAT:

(A) the Member of the Supervisory Board has been elected to the Supervisory Board of the Company following the decision No. [ ] taken during the General Meeting of the Shareholders of [ ];

(B) the aim of the Agreement between the Company and the Member of the Supervisory Board is to establish the principles of activity of the Member of the Supervisory Board, to set the rights, obligations and liability of the Member of the Supervisory Board for the activity in the Supervisory Board of the Company, the principles of remuneration for the activity of the Member of the Supervisory Board, material conditions and measures necessary for the performance of the duties;

(C) in accordance with the provisions of the Corporate Governance Code for the Companies Listed on Nasdaq Vilnius concerning independent members of the supervisory board of the Company, which, among other things, stipulate that the Member of the Supervisory Board should be considered independent only if he is free of any business, family or other relationship with the Company, its controlling shareholder or the management of either, that creates or may create a conflict of interest such as to impair his/her judgment;

(D) the Member of the Supervisory Board confirms his/her independence,

the Parties shall agree as follows:

#### 1. ACTIVITIES OF THE MEMBER OF THE SUPERVISORY BOARD

##### 1.1. Functions of the Member of the Supervisory Board

1.1.1. The Member of the Supervisory Board shall perform his/her duties set out in the applicable legislation, the Articles of Association of the Company, decisions of the General Meeting of Shareholders and the Supervisory Board, and, acting together with other persons elected to the Supervisory Board of the Company, resolve the issues attributed to the competence of the Supervisory Board and perform other tasks assigned to the Supervisory Board.

1.1.2. Stebėtojų tarybos narys privalo veikti Bendrovės ir visų Bendrovės akcininkų naudai. Savo veikloje Stebėtojų tarybos narys vadovaujasi įstatymais, kitais teisės aktais, Bendrovės įstatais, visuotinio akcininkų susirinkimo ir stebėtojų tarybos sprendimais, taip pat ir Bendrovės veiklos strategija, bei stebėtojų tarybos darbo reglamentu.

1.1.3. Stebėtojų tarybos narys įsipareigoja savo pareigas vykdyti tinkamai, efektyviai ir objektyviai spręsti visus stebėtojų tarybai priskirtus klausimus bei vadovautis aukščiausiais profesionalumo standartais. Stebėtojų tarybos narys privalo užtikrinti, kad taikytinuose įstatymuose ir kituose teisės aktuose bei Bendrovės įstatuose numatytos stebėtojų tarybos funkcijos būtų įgyvendinamos nepertraukiamai.

1.1.4. Stebėtojų tarybos narys savo pareigas privalo vykdyti asmeniškai ir neturi teisės perleisti ar pavesti visų ar dalies Stebėtojų tarybos nario funkcijų vykdymo tretiesiems asmenims, išskyrus įstatymuose ir šioje Sutartyje numatytas išimtis.

## **1.2. Dalyvavimas Bendrovės stebėtojų tarybos posėdžiuose**

1.2.1. Stebėtojų tarybos narys privalo dalyvauti visuose Bendrovės stebėtojų tarybos posėdžiuose, išskyrus atvejus, kai to neįmanoma padaryti dėl objektyvių priežasčių.

1.2.2. Stebėtojų tarybos narys visuomet privalo atvykti į posėdžius susipažinęs su posėdžio darbotvarka ir visa jam pateikta su nagrinėjamais klausimais susijusia informacija bei dokumentais. Stebėtojų tarybos narys privalo aktyviai dalyvauti svarstant posėdžio darbotvarkėje numatytus klausimus, raštu ar žodžiu išdėstyti savo poziciją visais aptariamais klausimais bei teikti argumentuotus pasiūlymus dėl svarstomų klausimų sprendimo.

1.2.3. Stebėtojų tarybos narys turi stebėtojų tarybos posėdžio šaukimo iniciatyvos teisę ir teisę siūlyti klausimus į inicijuojamo ar šaukiamo stebėtojų tarybos posėdžio darbotvarkę.

## **1.3. Balsavimas**

1.3.1. Stebėtojų tarybos narys privalo dalyvauti Stebėtojų tarybos posėdžiuose ir balsuoti „už“ arba „prieš“ kiekvienu svarstomu klausimu. Stebėtojų tarybos narys neturi teisės atsisakyti balsuoti ar susilaikyti balsuojant, išskyrus atvejus, kai gali kilti Stebėtojų tarybos nario ir Bendrovės interesų konfliktas ar kitais Bendrovės įstatų ar teisės aktų nustatytais pagrindais. Stebėtojų tarybos narys turi teisę duoti paprastos rašytinės formos įgaliojimą kitam Stebėtojų tarybos nariui, kuris atstovautų jam balsuojant Stebėtojų tarybos posėdyje.

1.3.2. Stebėtojų tarybos narys negalintis tiesiogiai dalyvauti Stebėtojų tarybos posėdyje, Bendrovės stebėtojų tarybos darbo reglamente nustatyta tvarka privalo iš anksto balsuoti raštu arba balsuoti elektroninių ryšių priemonėmis, jeigu užtikrinamas perduodamos informacijos saugumas ir galima nustatyti balsavusio asmens tapatybę.

1.1.2. The Member of the Supervisory Board must act for the benefit of the Company and all shareholders of the Company. The Member of the Supervisory Board shall act in accordance with the laws, other legislation, the Articles of Association of the Company, the decisions of the General Meeting of Shareholders and the Supervisory Board, as well as the operational strategy of the Company and the Rules of Procedure of the Supervisory Board.

1.1.3. The Member of the Supervisory Board shall undertake to perform his/her duties properly, to resolve all issues assigned to the Supervisory Board efficiently and impartially and to follow the highest professional standards. The Member of the Supervisory Board must ensure that the functions of the Supervisory Board provided for in the applicable laws and other legislation as well as the Articles of Association of the Company are implemented continuously.

1.1.4. The Member of the Supervisory Board must perform his/her duties in person and shall not be entitled to assign or delegate all or part of the functions of the Member of the Supervisory Board to the third parties, except for statutory exceptions and exceptions in this Agreement.

## **1.2. Participation in the Meetings of the Supervisory Board of the Company**

1.2.1. The Member of the Supervisory Board must attend all meetings of the Supervisory Board of the Company unless it is impossible to do so for objective reasons.

1.2.2. The Member of the Supervisory Board must always come to the meetings having familiarized himself/herself with the agenda of the meeting and with all the information and documents in relation to the issues under consideration provided. The Member of the Supervisory Board must actively participate in the discussion of the issues on the agenda of the meeting, present his/her position in writing or orally on all the issues discussed, and make reasoned proposals for resolving the issues under consideration.

1.2.3. The Member of the Supervisory Board shall have the right to initiate a meeting of the Supervisory Board and the right to suggest questions to the agenda of the meeting of the Supervisory Board to be initiated or convened.

## **1.3. Voting**

1.3.1. Member of the Supervisory Board must attend the meetings of the Supervisory Board and vote for or against each item under consideration. The Member of the Supervisory Board shall not have the right to refuse to vote or to abstain from voting, except in cases where there may be a conflict of interests between the Member of the Supervisory Board and the Company or on other grounds established by the Articles of Association or the legislation. The Member of the Supervisory Board shall have the right to give an authorization in a simple written form to another Member of the Supervisory Board who would represent him/her in voting at the meeting of the Supervisory Board.

1.3.2. The Member of the Supervisory Board who is unable to participate directly in the meeting of the Supervisory Board must vote in advance in writing or vote by electronic means in accordance with the procedure prescribed in the Rules of Procedure of the Supervisory Board, if the security of the information transmitted may be ensured and the identity of the voter can be established.

#### **1.4. Stebėtojų tarybos nario veiklos techninių ir organizacinių priemonių suteikimas**

1.4.1. Bendrovė užtikrina tinkamas Stebėtojų tarybos ir Stebėtojų tarybos narių darbo Stebėtojų taryboje sąlygas, suteikdama darbui būtinas technines ir organizacines priemones.

#### **1.5. Interesų konflikto nebuvimas**

1.5.1. Stebėtojų tarybos narys privalo pateikti Bendrovei sutikimą kandidatuoti į Bendrovės stebėtojų tarybos narius ir interesų deklaracija, kurioje nurodomos visos aplinkybės, dėl kurių galėtų kilti Stebėtojų tarybos nario ir Bendrovės interesų konfliktas. Atsiradus naujoms nenurodytoms aplinkybėms, dėl kurių galėtų kilti Stebėtojų tarybos nario ir Bendrovės interesų konfliktas, Stebėtojų tarybos narys apie tokias naujas aplinkybes privalo nedelsiant raštu informuoti Bendrovės stebėtojų tarybą ir Bendrovę.

#### **1.6. Darbo santykių nebuvimas**

1.6.1. Šalys patvirtina, kad šia Sutartimi tarp Stebėtojų tarybos nario ir Bendrovės sukuriama civiliniai teisiniai santykiai. Ši Sutartis negali būti aiškinama, kaip sukurianti darbo santykius tarp Šalių. Atitinkamai, Stebėtojų tarybos narys negali būti laikomas Bendrovės darbuotoju ir nėra pavaldus ar atskaitingas Bendrovės administracijai. Pagal šią Sutartį Stebėtojų tarybos narys veikia tik kaip Bendrovės Stebėtojų tarybos narys ir prisiima visą atsakomybę už savo funkcijų atlikimą bei šios Sutarties vykdymą.

#### **1.7. Intelektinė nuosavybė**

1.7.1. Šalys susitaria, kad turinės ir, kiek to nedraudžia taikytini teisės aktai, neturinės teisės į visus šios Sutarties galiojimo metu Stebėtojų tarybos nario sukurtus intelektinės ar pramoninės nuosavybės dalykus, tiesiogiai susijusius su Stebėtojų tarybos nario veikla pagal šią Sutartį, įskaitant autorius teisių objektus, prekių, paslaugų ženklus, produktus ir pramoninį dizainą, ir kitus Stebėtojų tarybos nario pareigų vykdymu metu sukurtus dalykus visiškai, automatiškai, neterminuotai ir neatšaukiamai tampa ir yra išimtinė Bendrovės nuosavybė.

1.7.2. Atlyginimas Stebėtojų tarybos nariui už Sutarties 1.7.1 straipsnyje nurodytų dalykų sukūrimą yra įskaičiuotas į pagal šią Sutartį stebėtojų tarybos nariui mokamą atlygį ir Bendrovė turi teisę disponuoti Sutarties 1.7.1 straipsnyje nurodytais dalykais išimtinai savo nuožiūra, nemokėdama Stebėtojų tarybos nariui jokio papildomo atlygio.

## **2. IŠLAIDŲ KOMPENSAVIMAS**

### **2.1. Stebėtojų tarybos nario veiklos stebėtojų taryboje išlaidų kompensavimas**

2.1.1. Jei vykdant Stebėtojų tarybos nario funkcijas reikia patirti pagrįstų išlaidų, įskaitant bet neapsiribojant, kelionių, apgyvendinimo ne Bendrovės veiklos vietoje, transporto kelionės metu, esant būtinybei,

## **1.4. Provision of the Technical and Organizational Measures for the Activities of the Member of the Supervisory Board**

1.4.1. The Company shall ensure proper conditions of work for the Supervisory Board and the members of the Supervisory Board in the Supervisory Board by providing technical and organizational measures necessary for work.

## **1.5. Absence of Conflict of Interest**

1.5.1. The Member of the Supervisory Board shall submit to the Company the consent of the Member of the Supervisory Board to run for the Member of the Supervisory Board of the Company and the declaration of interests specifying all the circumstances that could give rise to a conflict of interest between the Member of the Supervisory Board and the Company. In the case of new unspecified circumstances that could give rise to a conflict of interest between the Member of the Supervisory Board and the Company, the Member of the Supervisory Board shall immediately inform the Supervisory Board and the Company of such new circumstances in writing.

## **1.6. Absence of Employment Relationship**

1.6.1. The Parties confirm that this Agreement creates the civil legal relationship between the Member of the Supervisory Board and the Company. This Agreement shall not be construed as creating an employment relationship between the Parties. Accordingly, the Member of the Supervisory Board shall not be considered an employee of the Company and shall not be subordinate or accountable to the management of the Company. Pursuant to this Agreement, the Member of the Supervisory Board shall act only as the Member of the Supervisory Board of the Company and shall assume full responsibility for the performance of his/her functions and implementation of this Agreement.

## **1.7. Intellectual Property**

1.7.1. The Parties agree that the economic and, to the extent not prohibited by applicable legislation, the non-economic rights to any intellectual or industrial property created by the Member of the Supervisory Board during the term of this Agreement, directly related to the activities of the Member of the Supervisory Board under this Agreement, including copyright objects, trademarks, service marks, products and industrial designs, as well as any other items developed during the performance of the duties of the Member of the Supervisory Board shall fully, automatically, indefinitely and irrevocably become owned by the Company and shall be the exclusive property of the Company.

1.7.2. Remuneration to the Member of the Supervisory Board for creation of the items referred to in Article 1.7.1 above is included in the remuneration paid to the Member of the Supervisory Board under this Agreement and the Company shall have the right to dispose of items referred to in Article 1.7.1 at its sole discretion without paying any additional remuneration to the Member of the Supervisory Board.

## **2. REIMBURSEMENT OF EXPENSES**

### **2.1. Reimbursement of Expenses Associated with Activities of the Member of the Supervisory Board in the Supervisory Board**

2.1.1. If the performance of the functions of the Member of the Supervisory Board requires reasonable expenses, including but not limited to travel, accommodation out-

protingumo kriterijus atitinkančias išlaidas atlygiui už išorinių patarėjų, auditorių, teisininkų paslaugas, susijusias su Stebėtojų tarybos nario funkcijų atlikimu, Bendrovė įsipareigoja padengti tiesiogiai arba kompensuoti Stebėtojų tarybos nariui tokias pagrįstas išlaidas, jeigu jos iš anksto buvo aptartos su Bendrove.

2.1.2. Stebėtojų tarybos nariui, vykdant Stebėtojų tarybos nario funkcijas, gali būti atlyginamos transporto, apgyvendinimo, susijusios su jo atvykimu į Stebėtojų tarybos posėdžius Bendrovės buveinės vietoje tais atvejais, kai Stebėtojų tarybos nario nuolatinė gyvenamoji ar darbo vieta yra ne Lietuvos Respublikoje (toliau – nuolatinė gyvenamoji ar darbo vieta) ir šios išlaidos yra iš anksto aptartos ir suderinamos su Bendrove. Šalys susitaria, kad maksimali išlaidų, kurias dėl transporto, apgyvendinimo patiria Stebėtojų tarybos narys, vykdamas iš savo nuolatinės gyvenamosios ar darbo vietos į Stebėtojų tarybos posėdžius, ir kurias įsipareigoja atlyginti Bendrovė yra ne didesnės nei:

2.1.2.1. 145 eurai už 1 paros gyvenamojo ploto nuomos išlaidas (įskaitant į apgyvendinimo paslaugas teikiančių fizinių ar juridinių asmenų išrašytus apskaitos dokumentus įtrauktas pusryčių išlaidas, jeigu bendra apskaitos dokumente nurodyta suma neviršija 145 eurų);

2.1.2.2. skrydžio lėktuvu ekonomine klase bilietai;

2.1.2.3. visų rūšių transporto priemonių išlaidos į (iš) oro uostą (-o), į (iš) Stebėtojų tarybos posėdį (-io).

2.1.3. Už Stebėtojų tarybos nario veiklą Bendrovė įsipareigoja mokėti fiksuotą \_\_\_\_\_ EUR (\_\_\_\_\_ eurų) (neatskaičius mokesčių) per kalendorinį mėnesį dydžio atlygį. Jei Stebėtojų tarybos narys yra išrenkamas Stebėtojų tarybos pirmininku/e, pirmininko pareigų ėjimo laikotarpiu vietoj aukščiau numatyto atlygio Stebėtojų tarybos nariui Bendrovė įsipareigoja mokėti fiksuotą \_\_\_\_\_ EUR (\_\_\_\_\_ eurų) (neatskaičius mokesčių) per kalendorinį mėnesį dydžio atlygį.

2.1.4. Atlygis už praėjusį kalendorinį mėnesį išmokamas per 15 (penkiolika) kalendorinių dienų nuo to mėnesio pabaigos.

2.1.5. Visi mokėjimai pagal šią Sutartį atliekami pavedimu į Stebėtojų tarybos nario šios Sutarties 4.2 straipsnyje nurodytą banko sąskaitą.

2.1.6. Į Stebėtojų tarybos nariui mokamą atlygį įskaičiuoti visi taikytini mokesčiai ir įmokos. Visus Stebėtojų tarybos nario mokėtinus mokesčius ir įmokas (įskaitant ir tuos, kurie gali būti nustatyti ateityje), kiek tai susiję su atlygio gavimu, apskaičiuoja ir sumoka Bendrovė, pervesdama juos Stebėtojų tarybos nario ar savo vardu atitinkamus mokesčius ir įmokas administruojančioms institucijoms, išskyrus atvejus, kai galiojantys teisės aktai numato kitą tvarką.

2.1.7. Tuo atveju, jeigu pagal galiojančius teisės aktus Stebėtojų tarybos narys turėtų įregistruoti individualią veiklą, leidžiančią teikti šioje Sutartyje numatytas paslaugas, Bendrovė Stebėtojų tarybos nariui atlygį įsipareigoja mokėti tik turėdama Stebėtojų tary-

side the place of business of the Company, transportation during trips, and, if necessary, reasonable costs for the services of external advisors, auditors, lawyers in relation to the performance of functions of the Member of the Supervisory Board, the Company shall undertake to cover directly or to reimburse to the Member of the Supervisory Board such reasonable expenses if these are discussed with the Company in advance.

2.1.2. A member of the Supervisory Board may be reimbursed for transport and accommodation expenses related to his / her attendance at meetings of the Supervisory Board at the Company's registered office in cases where the member of the Supervisory Board has a permanent residence or place of work outside of the Republic of Lithuania (hereinafter – permanent residence or place of work) and these expenses are discussed and coordinated with the Company. The parties agree that the maximum expenses incurred by the Member of the Supervisory Board for transport and accommodation from their permanent residence or place of work to the meetings of the Supervisory Board, which the company undertakes to reimburse, shall not exceed:

2.1.2.1. EUR 145 for the cost of renting 1-day living space (including breakfast costs included in the accounting documents issued by natural or legal persons providing accommodation services, if the total amount indicated in the accounting document does not exceed EUR 145);

2.1.2.2. economy flight tickets;

2.1.2.3. costs of all types of vehicles to / from the airport (s), to (from) the Supervisory Board meeting (s).

2.1.3. For the activities of the Member of the Supervisory Board the Company shall undertake to pay fixed remuneration of EUR \_\_\_\_\_ (\_\_\_\_\_ euros) (before taxes) per calendar month. Should the Member of the Supervisory Board be elected as a Chairperson of the Supervisory Board, during the term of his/her office as a Chairperson instead of hereinabove stipulated remuneration the Company shall pay to the Member of Supervisory Board a remuneration of EUR \_\_\_\_\_ (\_\_\_\_\_ euros) (before taxes) per calendar month.

2.1.4. The remuneration for the previous calendar month shall be paid within 15 (fifteen) calendar days as of the end of said month.

2.1.5. All payments under this Agreement shall be made by transferring the money to the bank account specified by the Member of the Supervisory Board in Paragraph 4.2 herein.

2.1.6. The remuneration paid to the Member of the Supervisory Board shall include all applicable taxes and fees. All taxes and fees payable by the Member of the Supervisory Board (including those that may be determined in future) shall be calculated and paid by the Company by transferring thereof on behalf of the Member of the Supervisory Board and the Company to the appropriate authorities administering the taxes and fees, unless another procedure is prescribed by applicable legislation.

2.1.7. In the event that the Member of the Supervisory Board is required by law to register individual activity permitting the provision of the services provided for in this Agreement, the Company shall undertake to pay the remuneration to the Member of the Supervisory Board

bos nario Bendrovei pateiktą individualios veiklos pažymos ar kito pagal galiojančius teisės aktus leidžiančio pagal šią Sutartį vykdyti veiklą dokumento kopiją. Tokiu atveju visus mokesčius Stebėtojų tarybos narys privalo sumokėti pats, jeigu galiojantys teisės aktai nenustato kitaip.

2.1.8. Šiai Sutarčiai nustojus galioti bet kokiais pagrindais, Stebėtojų tarybos nariui turi būti išmokamas atlygis už faktiškai sugaištą laiką vykdant Stebėtojų tarybos nario veiklą iki Sutarties nutraukimo dienos. Bendrovė, laikantis šiose Sutarties skyriuje nustatytų sąlygų, įsipareigoja su Stebėtojų tarybos nariu visiškai atsiskaityti per 1 (vieną) mėnesį nuo šios Sutarties nutraukimo dienos.

### **3. ATSAKOMYBĖ IR NUOSTOLIŲ ATLYGINIMAS**

#### **3.1. Bendrovės atsakomybė**

3.1.1. Bendrovė įsipareigoja atlyginti Stebėtojų tarybos nariui ir apsaugoti jį nuo bet kokių nuostolių ar žalos (įskaitant protingas išlaidas teisinei pagalbai), kurie gali būti Stebėtojų tarybos nario patirti dėl bet kokios priežasties, susijusios su Stebėtojų tarybos nario veikla Bendrovės stebėtojų taryboje, išskyrus atvejus, kai tokie nuostoliai ar žala Stebėtojų tarybos nariui kilo dėl Stebėtojų tarybos nario tyčios ar didelio neatsargumo.

3.1.2. Šios Sutarties galiojimo metu Bendrovė įsipareigoja apdrausti Stebėtojų tarybos narį juridinių asmenų organų civilinės atsakomybės draudimu.

#### **3.2. Stebėtojų tarybos nario atsakomybė ir pareiga atlyginti nuostolius**

3.2.1. Stebėtojų tarybos narys įsipareigoja atlyginti Bendrovei ir apsaugoti ją nuo bet kokių nuostolių ar žalos (įskaitant protingas išlaidas teisinei pagalbai), kuriuos ji gali patirti dėl Stebėtojų tarybos nario įvykdyto šios Sutarties pažeidimo ir/ar trečiųjų asmenų, įskaitant Bendrovės akcininkus, reikalavimų, susijusių su Stebėtojų tarybos nario veikla Bendrovės stebėtojų taryboje ar tos veiklos rezultatais, kai tokie nuostoliai ar žala Bendrovei kilo dėl Stebėtojų tarybos nario tyčios ar didelio neatsargumo.

### **4. KITOS SĄLYGOS**

#### **4.1. Teisė gauti informaciją ir konfidencialumas**

4.1.1. Stebėtojų tarybos narys turi teisę susipažinti su visais Bendrovės ir jos tiesioginiai ir/ar netiesiogiai valdomų įmonių dokumentais ir visa Bendrovės ir jos tiesiogiai ir/ar netiesiogiai valdomų įmonių informacija (įskaitant ir informaciją apie valdymo organų sprendimų, kurie dar nėra priimti, projektus ir informaciją apie planuojamus sudaryti sandorius bei investicijas), kuri Stebėtojų tarybos nario prašymu gali būti susisteminta pagal jo nurodytus pagrįstus kriterijus.

only if the Member of the Supervisory Board has submitted to the Company a copy of an individual activity certificate or any other document permitting activities under this Agreement in accordance with the applicable legislation. In such case, all taxes shall be paid by the Member of the Supervisory Board, unless the applicable legislation provides otherwise.

2.1.8. Upon termination of this Agreement on any grounds, the Member of the Supervisory Board shall be paid for the time actually spent performing the activities of the Member of the Supervisory Board before the date of termination of the Agreement. In accordance with the terms and conditions prescribed in this paragraph of the Agreement, the Company shall undertake to make full payment to the Member of the Supervisory Board within one (1) month from the date of termination of this Agreement.

### **3. LIABILITY AND DAMAGES**

#### **3.1. Liability of the Company**

3.1.1. The Company shall undertake to indemnify and hold harmless the Member of the Supervisory Board from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Member of the Supervisory Board for any reason in relation to the activities of the Member of the Supervisory Board in the Supervisory Board of the Company, unless such losses or damages were incurred by the Member of the Supervisory Board as the result of willful misconduct or gross negligence of the Member of the Supervisory Board.

3.1.2. During the validity of this Agreement, the Company shall undertake to insure the Member of the Supervisory Board with the civil liability insurance for bodies of legal entities.

#### **3.2. Liability of the Member of the Supervisory Board and Obligation to Compensate for Damages**

3.2.1. The Member of the Supervisory Board shall undertake to shall undertake to indemnify and hold harmless the Company from any losses or damages (including reasonable expenses for legal assistance) that may be incurred by the Company as a result of a breach of this Agreement by the Member of the Supervisory Board and/or claims by the third parties, including the shareholders of the Company, in relation to the activities of the Member of the Supervisory Board in the Supervisory Board of the Company or the outcome of the activities when such losses or damages were incurred by the Company as the result of willful misconduct or gross negligence of the Member of the Supervisory Board.

### **4. OTHER CONDITIONS**

#### **4.1. Access to Information and Confidentiality**

4.1.1. The Member of the Supervisory Board shall have the right to access all documents of the Company and the companies directly and/or indirectly controlled by the Company as well as all information of the Company and the companies directly and/or indirectly controlled by the Company (including the information on the draft decisions of the management bodies that have not been adopted yet and information on planned transactions and investments), which at the request of the Member of the Supervisory Board may be systematized according to reasonable criteria specified by the Member of the Supervisory Board.

4.1.2. Šios Sutarties galiojimo metu, o taip pat ir ne-terminuotą laikotarpį jai pasibaigus, Stebėtojų tarybos narys įsipareigoja laikyti konfidencialia ir neatskleisti, be išankstinio raštiško Bendrovės sutikimo, jokiai trečiajai šaliai Bendrovės konfidencialios informacijos. Informacijos, kuri laikoma konfidencialia, sąrašą tvirtina Bendrovės valdyba.

#### 4.2. Pranešimai ir kita informacija

4.2.1. Visi pranešimai, prašymai, rašytiniai pareikalavimai ar kiti dokumentai pagal šią Sutartį („Pranešimai“) siunčiami šiais adresais:

##### Bendrovei:

[ ]  
grupe@ignitis.lt

##### Stebėtojų tarybos nariui:

[adresas]  
[el. paštas]

Kita Stebėtojų tarybos nario informacija: [banko sąskaitos Nr.] [banko pavadinimas].

4.2.2. Visi Pranešimai pagal šią Sutartį laikomi tinkamai įteiktais, kai jie įteikiami aukščiau nurodytais adresais, gavimą patvirtinant parašu (Bendrovės gavimas patvirtinamas Bendrovės darbuotojų, valdymo organų narių arba kitų jos įgaliotų asmenų parašais), o kai Pranešimai

siunčiami elektroninio pašto adresu – atsakant tokia pat forma, arba yra siunčiami registruotu ar kurjerių paštu. Kiekviena Šalis privalo pranešti kitai Šaliai apie bet kokius jos adreso, banko sąskaitos ar kitų duomenų, nurodytų šioje Sutartyje, pasikeitimus, ne vėliau kaip per 5 (penkias) darbo dienas nuo tokio pasikeitimo. Jei Šalis nepraneša apie adreso pasikeitimą, tai Pranešimo siuntimas paskutiniu turimu adresu yra laikomas tinkamu.

#### 4.3. Įsigaliojimas. Sutarties terminas

4.3.1. Ši Sutartis įsigalioja nuo jos pasirašymo momento ir galioja iki anksčiausios iš šių datų: (a) Stebėtojų tarybos narys atsistatydina ar negali toliau eiti pareigų, (b) Stebėtojų tarybos narys yra atšaukiamas iš Bendrovės stebėtojų tarybos ar atšaukiama visa Bendrovės stebėtojų taryba arba (c) Stebėtojų tarybos narys nustoja eiti Bendrovės stebėtojų tarybos nario pareigas kitu pagrindu. Sutarties 1.7, 3, 4.1.2 ir 4.4 straipsnių sąlygos lieka galioti ir po šios Sutarties pasibaigimo.

4.3.2. Stebėtojų tarybos narys, ne vėliau nei Sutarties pasibaigimo dieną, įsipareigoja sunaikinti arba perduoti Bendrovei (a) visus jo turimus veiklos vykdymo metu gautus ar sukurtus dokumentus (įskaitant, bet neapsiribojant, korespondenciją, pranešimus, sutartis, kitus dokumentus, taip pat kompiuterio diskus, kitas optiniu ar elektroniniu būdu nuskaitomas informacijos laikmenas) ir (b) Stebėtojų tarybos nariui valdyti ir/ar naudotis ryšium su jo veikla Bendrovės stebėtojų taryboje perduotą Bendrovei priklausančią ar Bendrovės kitais pagrindais valdomą turtą ir kitus reikmenis. Bendrovės rašytiniu prašymu Stebėtojų tarybos narys įsipareigoja pateikti rašytinį patvirtinimą apie šiame punkte numatytų pareigų tinkamą įvykdymą.

#### 4.4. Ginčų sprendimas

4.1.2. During the validity of this Agreement, as well as for an indefinite period after expiry of the agreement, the Member of the Supervisory Board shall undertake to keep confidential and not to disclose to any third parties any confidential information of the Company without prior written consent of the Company. The list of the information considered confidential shall be approved by the Board of the Company.

#### 4.2. Notifications and Other Information

4.2.1. All notifications, requests, written demands or other documents under this Agreement (hereinafter referred to as the Notifications) shall be sent to the following addresses:

##### To the Company:

[ ]  
grupe@ignitis.lt  
To the Member of the Supervisory Board:

[address]  
[email]

Other information of the Member of the Supervisory Board: [bank account No.] [bank].

4.2.2. All Notifications under this Agreement shall be deemed duly delivered when they are served to the above addresses under signature (receipt by the Company shall be confirmed by the signatures of the Company's employees, members of the management bodies or other authorized persons) or, if sent via electronic e-mail – a reply has been received by the same method, or sent by registered or courier mail. Each Party shall notify the other Party of any changes in its address, bank account or other data specified in this Agreement no later than within 5 (five) business days of such changes. If the Party fails to notify the changes of the address, sending of the Notification to the last available address shall be deemed appropriate.

#### 4.3. Entry into force. Term of the Agreement

4.3.1. This Agreement shall enter into force from the moment of its signing and shall remain in force until the earliest of the following dates: (a) the Member of the Supervisory Board resigns or is unable to continue his/her duties; (b) the Member of the Supervisory Board is recalled from the Supervisory Board of the Company or the entire Supervisory Board is recalled; (c) the member of the Supervisory Board ceases to hold the office of the Member of the Supervisory Board on other grounds. The provisions of Paragraphs 1.7, 3, 4.1.2 and 4.4 of the Agreement shall remain in force after the expiration of this Agreement.

4.3.2. No later than the date of termination of the Agreement, the Member of the Supervisory Board shall undertake to destroy or transfer to the Company: (a) all documents (including, but not limited to, correspondence, messages, contracts, other documents, as well as computer discs, other optically or electronically readable media) available, received or created during the performance of the activities; (b) property or other items belonging to or otherwise managed by the Company transferred to be managed and used by the Member of the Supervisory Board in connection with his/her activities in the Supervisory Board. Upon written request of the Company, the Member of the Supervisory Board shall undertake to submit a written confirmation of proper performance of the duties provided for in this paragraph.

#### 4.4. Dispute Resolution

4.4.1. Šiai Sutarciai jos sąlygų aiškinimui, taikymui, taip pat klausimams, susijusiems su jos pažeidimu, galiojimu ar negaliojimu, spręsti taikoma Lietuvos Respublikos teisė.

4.4.2. Visi ginčai, nesutarimai ar reikalavimai, kylantys iš šios Sutarties ar susiję su šia Sutartimi, jos pažeidimu, nutraukimu ar galiojimu, sprendžiami derybų būdu. Jeigu per 30 (trisdešimt) kalendorinių dienų Šalims nepavyksta taikiai išspręsti ginčo, ginčas galutinai sprendžiamas Vilniaus komercinio arbitražo teisme pagal jo reglamentą. Arbitražinio teismo vieta – Vilnius. Arbitražinio teismo arbitrų skaičius – trys. Arbitražo kalba – lietuvių kalba.

#### 4.5. Pakeitimai ir papildymai

4.5.1. Šios Sutarties pakeitimai ar papildymai, kai keičiamos neesminės Sutarties nuostatos, sudaromi raštu ir pasirašomi abiejų Šalių. Šiems pakeitimams nėra reikalingas Bendrovės visuotinio akcininkų susirinkimo sprendimas.

4.5.2. Esminės Sutarties nuostatos keičiamos Bendrovės visuotinio akcininkų susirinkimo sprendimu, tokius pakeitimus sudarant raštiškai ir abiem Šalims pasirašant.

#### 4.6. Sąlygų atskiriamumas

4.6.1. Jeigu kuri nors šios Sutarties sąlyga visiškai ar iš dalies negaliojanti ar taptų negaliojančia dėl jos prieštaravimo taikytiniams teisės aktams arba dėl bet kurios kitos priežasties, likusios šios Sutarties sąlygos liks galioti visa apimtimi. Tokiu atveju, Šalys gera valia derės ir sieks pakeisti minėtą visiškai ar iš dalies negaliojančią sąlygą kita galiojančia sąlyga, kuri, kiek tai įmanoma, leistų pasiekti tokį patį teisinį ir ekonominį rezultatą kaip šios Sutarties sąlyga, kuri bus tokiu būdu pakeista.

#### 4.7. Teisių perleidimas

4.7.1. Nė viena Šalis negali perleisti savo teisių ar pareigų pagal šią Sutartį bet kokiam trečiajam šaliai, išskyrus įstatymuose ir šioje Sutartyje numatytas išimtis.

#### 4.8. Kalba ir egzemplioriai

4.8.1. Ši Sutartis yra sudaroma 2 (dviem) egzemplioriais lietuvių ir anglų kalbomis, po vieną egzempliorių kiekvienai Šaliai.

Bendrovės visuotinio akcininkų susirinkimo įgaliotas asmuo

[ ]

\_\_\_\_\_

(pasirašymo data)

Stebėtojų tarybos narys

[ ]

\_\_\_\_\_

(pasirašymo data)

4.4.1. The law of the Republic of Lithuania shall apply to the interpretation and application of this Agreement and the terms and conditions thereof, as well as any issues in relation to breaching, validity or invalidity of the Agreement.

4.4.2. All disputes, disagreements or claims arising out of or in relation to this Agreement, violation, termination or validity thereof shall be settled by way of negotiation. In case the Parties fail to settle the dispute amicably within 30 (thirty) calendar days, the dispute shall be finally settled in Vilnius Court of Commercial Arbitration in accordance with the regulation thereof. Place of the arbitration court shall be Vilnius. The number of arbitrators in the court of arbitration shall be three. The language of arbitration shall be Lithuanian.

#### 4.5. Amendments and Supplements

4.5.1. Amendments or supplements to this Agreement, when the non-essential provisions of the Agreement are amended, shall be made in writing and signed by both Parties. Such amendments do not require the decision of the General Meeting of Shareholders of the Company.

4.5.2. Essential provisions of the Agreement shall be amended by the decision of the General Meeting of Shareholders of the Company, made in writing and signed by both Parties.

#### 4.6. Separability of Provisions

4.6.1. If any provision of this Agreement is or becomes wholly or partially invalid due to its inconsistency with the applicable legislation or for any other reason, the remaining provisions of this Agreement will remain in full force and effect. In such a case, the Parties will, in good faith, negotiate and endeavor to replace the aforementioned wholly or partially invalid provision with another valid provision which, to the extent possible, would enable achieving the same legal and economic result as the provision of this Agreement, which will be amended.

#### 4.7. Assignment of Rights

4.7.1. Neither Party may assign its rights or obligations under this Agreement to any third party, except for statutory exceptions and exceptions in this Agreement.

#### 4.8. Language and Number of Copies

4.8.1. This Agreement shall be made in 2 (two) copies in Lithuanian and English, one for each Party.

Person authorized by the general meeting of shareholders of the Company

[ ]

\_\_\_\_\_

(date of signature)

The Member of the Supervisory Board

[ ]

\_\_\_\_\_

(date of signature)