

IGNITIS ON SERVICE PURCHASE AND SALE CONTRACT GENERAL PART

1. Definitions of the Contract

- 1.1. For the purposes of this Contract, the definitions outlined below shall have the following meanings:
 - 1.1.1. **Electric Vehicle** shall mean a vehicle powered by electricity 100 (one hundred) percent, or a hybrid vehicle with a charging plug.
 - 1.1.2. **Companies Fortum and Stripe** shall mean Fortum Charge and Drive B.V., company code 61499897, registered at Lage Mosten 55 Breda NL-NB NL 4822 NK (the Netherlands) and Stripe Payments Europe, Ltd., company code 513174, registered at North Wall Quay Dublin 1, Dublin, (Ireland), which are organisations administering the Ignitis ON mobile application and services and payments thereof.
 - 1.1.3. **Ignitis ON** shall mean a mobile application, which is used to load Electric Vehicles at their charging stations and also to show the exact location of Electric Vehicle charging stations.
 - 1.1.4. **Ignitis ON network** shall mean all Electric Vehicle charging stations of Ignitis ON.
 - 1.1.5. **Customer** shall mean the person specified in Clause 1.2 of the Special Part of the Contract and other persons to whom the Customer grants the opportunity to use the Service provided by the Provider under this Contract.
 - 1.1.6. **Service** shall mean the service of charging Electric Vehicles in the Ignitis ON network, such service provided by the Provider and acquired by the Customer under the conditions and procedures established in the Contract.
 - 1.1.7. **Service Price** shall mean the price for charging an Electric Vehicle in the Ignitis ON network, calculated based on the rates applicable at the time of charging and published in the Ignitis ON mobile application and on the Service Provider's website at: <https://ignitison.lt/kainodara/>.
 - 1.1.8. **RFID key** shall mean a unique numbered fob/key issued by the Provider and used as mean of data transmission via wireless electromagnetic waves in order to identify the encoded information inside it, allowing the Customer to charge their Electric Vehicle at Ignitis ON network charging stations.
 - 1.1.9. **Credit Limit** shall mean the maximum amount of credit that the Customer can have towards the Provider for a period of one (1) month for the use of the Service, as established in the Special Part of the Contract.
 - 1.1.10. **Contract** shall mean this Ignitis ON service purchase and sale contract consisting out of the General Part of the Contract, the Special Part of the Contract, which, together with all its annexes, amendments or supplements, constitutes a single, indivisible document, signed by both Parties.
 - 1.1.11. **General Part of the Contract** shall mean this document that is an integral and inseparable part of the Contract, which sets out the general and standard terms and conditions of the Contract, such terms and conditions publicly available on the Provider's website.
 - 1.1.12. **Special Part of the Contract** shall mean a document that is an integral and inseparable part of the Contract, which sets out the specific terms and conditions of the Contract as individually agreed by the Provider and the Customer.
 - 1.1.13. **Party** shall mean the Provider or the Customer.
 - 1.1.14. **Parties** shall mean the Provider and the Customer together.
 - 1.1.15. **Provider** shall mean the person specified in Clause 1.1 of the Special Part of the Contract who provides the Service under the Contract.
- 1.2. The terms set forth in Clause 1.1 of this Contract shall apply to the conclusion and execution of each transaction (agreement) and to the drafting of each document related to the Contract.
- 1.3. All definitions and terms used in the Contract shall have a general meaning or a special meaning closest to the nature of the Contract, unless otherwise defined and explained in the Contract.
- 1.4. Capitalised definitions shall have the meanings ascribed to them in this Section, unless the context otherwise requires or the meaning is expressly stated in the text of the Contract.
- 1.5. Depending on the situation resulting from the implementation of this Contract, words written in the singular in the text of the Contract may have the plural meaning and vice versa.

2. Object of the Contract

- 2.1. Under this Contract, the Provider shall undertake to provide the Electric Vehicle Charging Service to the Customer, and the Customer shall undertake to pay for the received Service in accordance with the conditions and procedures specified in the Contract.
- 2.2. The Service can only be used by the Customer within the Ignitis ON network, i.e., in Electric Vehicle charging stations marked with the Ignitis ON logo and in the stations that are displayed on the map of the Ignitis ON mobile application.
- 2.3. The list and exact location of Electric Vehicle charging stations belonging to the Ignitis ON network are publicly available on the website of the Provider at <https://ignitison.lt/ikrovimo-stoteliu-zemelapis> and on the Ignitis ON mobile application.

3. Service Price and payment terms

- 3.1. The Customer shall, in accordance with the terms and conditions set forth in the Contract, pay the Service Price, which is calculated based on the Service rates applicable at the time of the Electric Vehicle charging.
- 3.2. The Service rates for Electric Vehicle charging are publicly announced on the Ignitis ON mobile application and on the Provider's website at <https://ignitison.lt/kainodara/>. The website also indicates the rates of special discounts available for Electric Vehicle charging Services. The Provider shall reserve the right to change the publicly announced Service rates and special discount rates without a prior notice to the Customer.
- 3.3. If a Credit Limit is granted to the Customer under the Special Part of the Contract, the Customer may, by either using an RFID key or the Ignitis ON application, use the Service without exceeding the Credit Limit set for them. In this case, the Customer shall pay for the Service acquired from the Provider based on the VAT invoice issued by the Provider; the deadlines for submission and payment of such invoice shall be specified in the Special Part of the Contract.
- 3.4. If no Credit Limit is granted to the Customer under the Special Part of the Contract, the payment for the Service shall be automatically deducted from the Customer's bank account after each session of the Electric Vehicle charging when the Customer is identified by the means of an RFID key or the Ignitis ON application. The deadline for submitting VAT invoice for the Service provided to the Customer shall be specified in the Special Part of the Contract.
- 3.5. If the Customer has used the Service, but the Provider has been unable to charge the required amount due to insufficient amount of funds in the Customer's bank account, the unpaid amount for the Service shall be reserved and automatically deducted when sufficient funds become available in the Customer's bank account.

4. RFID key

- 4.1. The Customer may use the Service by identifying themselves in Electric Vehicle charging stations through the Ignitis ON mobile application or a RFID key.
- 4.2. The Provider shall issue RFID keys to the Customer based on the order of the Customer. The Customer may order RFID keys using the mobile application.
- 4.3. The Parties agree that the Provider shall not be liable if the RFID key is used illegally and shall not assume such responsibility.
- 4.4. If the Customer loses an RFID key or believes that the RFID key may be used illegally, the Customer shall undertake to immediately inform the Provider thereof. The Customer may report such an incident to the Provider by the e-mail or phone number specified in Clause 1.1 of the Special Part of the Contract. Upon receiving the Customer's notification of the lost or unlawfully used RFID key, the RFID key shall be blocked immediately, but no later than within 5 (five) business days from the day of receiving the notification.
- 4.5. In all cases, the Customer shall be responsible for all payments made before the RFID key is blocked and shall settle with the Provider for the Service provided to the Customer before the RFID key is blocked.
- 4.6. The Provider shall have the right, at its own discretion, without prior notice, to unilaterally block, refuse to serve and/or not renew the RFID key in case of the following:
 - 4.6.1. The Customer does not pay the VAT invoice issued by the Provider timely and under the specified terms and conditions; and/or
 - 4.6.2. The Customer exceeds the Credit Limit set by the Provider and/or does not agree to the reduction of the Credit Limit of the Customer; and/or
 - 4.6.3. The Customer has not used the RFID key for the purchased Service for more than 12 (twelve) consecutive months.
- 4.7. If the RFID key of the Customer is blocked and/or not serviced in the cases specified in Clause 4.6 of the General Part of the Contract, the Provider shall not be obliged to cancel the blocking of the RFID key of the Customer (unblock it) and/or to renew the unserviced RFID key. The conditions for the blocked RFID key of the Customer and/or unserviced RFID key based on the above-mentioned grounds shall be an adequate consequence of the Customer's failure or improper performance of contractual obligations.
- 4.8. The Provider shall not be liable for any losses incurred by the Customer due to the inability to use the Service in the event of the RFID key being blocked and in cases where the RFID key is not allowed to be used for payment due to the Customer's Credit Limit being exceeded.

5. Credit Limit

- 5.1. Taking into consideration credit risk of the Customer, the Customer shall, at the discretion of the Provider, be provided with the Credit Limit, which is requested by the Customer and realizable by the Provider, and such Credit Limit shall be confirmed in the Special Part of the Contract.
- 5.2. When preferring to use the Credit Limit, the Customer shall, at the Provider's request, undertake to the following:
 - 5.2.1. Submit the latest quarterly financial statements (the balance sheet and the profit (loss) statement of the Customer) prepared by the Customer within 5 (five) working days from the day of the request of the Provider; and
 - 5.2.2. Submit to the Provider the annual balance sheet and profit (loss) statement, and (or) other financial data certified by an auditor within 3 (three) months from the end of the financial year of the Customer, provided the audit is carried out or must be carried out under the laws of the Republic of Lithuania.
- 5.3. The amount of the Credit Limit provided to the Customer shall be specified in the Special Part of the Contract. When using the Service, the Customer may not exceed the Credit Limit set out in the Contract.
- 5.4. The Credit Limit shall be granted to the Customer for a period of 1 (one) month. At the end of this period, the Provider shall re-establish the Credit Limit utilized or reduced by the Customer to the initial amount.
- 5.5. Upon receiving the latest financial documents (the balance sheet, profit (loss) statement) of the Customer and determining the increased credit risk level of the Customer, the Provider may, at its own discretion, however, after giving the Customer a notice at least before 5 (five) working days, reduce or cancel the Credit Limit, or establish the Credit Limit of a certain size (if it is not set). Upon receiving a written request from the Customer and the latest financial documents of the Customer, the Provider may, at its own discretion, increase the established Credit Limit.

6. Obligations of the Parties

- 6.1. **The Provider shall undertake to:**
 - 6.1.1. provide the Service to the Customer within the scope of the Contract and the procedures set forth therein;
 - 6.1.2. ensure that the quality of the Service always complies with the mandatory quality requirements set forth in applicable laws;
 - 6.1.3. provide the Customer with payment documents for the Service provided in accordance with the Contract and within the time limits specified therein;
 - 6.1.4. fulfill other obligations undertaken under the Contract.
- 6.2. **The Customer shall undertake to:**
 - 6.2.1. use the Service fairly, use the Electric Vehicle charging equipment for its intended purpose, and keep it safe from damage or destruction, and follow all safety requirements;
 - 6.2.2. ensure that the charging of the Electric Vehicle is started and completed properly, follow and comply with the information provided at the Electric Vehicle charging stations;
 - 6.2.3. keep the RFID key safe and ensure that the RFID key is not possessed by persons, unauthorized to use it;
 - 6.2.4. protect the RFID key from mechanical damage, high temperatures, and electromagnetic fields;
 - 6.2.5. ensure that all Customer's representatives and other persons authorized by the Customer to use the Service on its behalf under this Contract are duly authorized to act on behalf of the Customer and to use the Service provided by the Provider, and are obliged to use the Service in compliance with the provisions of this Contract;
 - 6.2.6. make payments to the Provider for the Service in accordance with the procedures and deadlines set forth in the Contract.
 - 6.2.7. Comply with the requirements of the Anti-Corruption Policy and the Code of Ethics (the policy and the Code are public and published on the website <https://www.ignitisgrupe.lt/>) approved by the decisions of the Board of AB Ignitis grupė when executing the Contract. Violation of the obligation set forth in this Clause shall be deemed a material violation of the Contract entitling the Provider to terminate the Contract unilaterally;
 - 6.2.8. fulfill other obligations undertaken under the Contract;
- 6.3. The Customer hereby confirms and warrants that both at the time of concluding the Contract and for the entire period of its validity, the Customer and/or its shareholder (s) and/or the direct or indirect final beneficiary (ies) and/or their controlled entity (ies) (hereinafter referred to as the Entities) shall not be included in any list (s) and/or similar list of trade, economic, financial or other sanctions of the European Union and/or the United Nations and/or the United Kingdom and/or the United States of America and/or the Republic of Lithuania (hereinafter referred to as the Sanctions Lists), nor have any of the Entities been suspected of involvement in money laundering, terrorist financing or tax fraud activities. During the performance of the Contract, the Customer shall undertake to notify the Provider immediately

in writing, but not later than within 1 (one) business day from the occurrence of the specified circumstances, about the inclusion of the Entities in the Sanctions List, as well as on the allegations made against the Entity regarding the abovementioned activities and/or involvement in such activities. The criteria set out in the Republic of Lithuania Law on the Prevention of Money Laundering and Terrorist Financing shall be applied to determine the beneficiary of the Entities whose shares are traded on the stock exchange. Violation and/or non-compliance with the requirements set forth in this Clause shall have the consequences specified in the Contract.

7. Liability and Dispute Resolution

- 7.1. If the Customer fails to make timely payment of any sums due under the Contract, the Provider shall have the right to demand from the Customer, for each day of delay in payment, the default interest at the rate specified in the Special Part of the Contract, as well as to transfer its claims to a debt recovery company and/or apply to the court for the enforcement of the debt recovery. In such a case, at the request of the Provider, the Customer shall compensate the expenses related to debt administration and recovery.
- 7.2. The Customer shall be liable for any failure to perform or improper performance of obligations by its employees, secondary and affiliated companies, persons directly/indirectly related to the Customer and their employees, when using the Service and/or RFID keys of the Customer.
- 7.3. The Customer shall be responsible for the appointment and revocation of authorized (sub-authorized) persons for communication with the Provider regarding servicing the Customer under the Contract. The Customer shall assume responsibility for acquainting the authorized (sub-authorized) persons with the terms and conditions of the Contract and the rules of using the Ignitis ON mobile application. The Customer's authorized (sub-authorized) persons shall be specified in the Special Part of the Contract and shall be substituted by concluding a Special Part amendment. The Provider shall not verify the authorizations of the Customer's appointed authorized (sub-authorized) persons, and when servicing the Customer for Contract administration purposes, the Provider shall rely on the information provided by the authorized (sub-authorized) persons indicated by the Customer.
- 7.4. The Customer shall be responsible for all payments made using the RFID key before the moment the Provider was notified by the Customer via the indicated telephone number, on the necessity to block the relevant RFID key.
- 7.5. The Provider shall not guarantee uninterrupted provision of the Service but shall make every effort to ensure as smooth provision of the Service as possible. The Provider shall not be liable for any consequences resulting from the aforementioned disruptions in the provision of the Service at any time. The Provider shall also not be liable for temporary malfunctions of the Electric Vehicle charging stations, or for the suspension of the Service due to reasons that were found to be incorrect by the Provider, but during the suspension, the Provider reasonably believed that there was a basis for taking action in order to prevent the occurrence of any damage to the Electric Vehicle charging station equipment.
- 7.6. The Provider shall not be liable for any losses incurred by the Customer due to a lost RFID key, inability to use the Service due to the RFID key being blocked, or in cases where the Customer was unable to use the RFID key due to the exceeded Credit Limit.
- 7.7. The Provider shall not be liable for false requests to block the RFID key.
- 7.8. The Provider shall not be liable for any losses incurred by the Customer if the losses were due to the equipment, which was non-compliant with legal regulations and standards, illegal actions of the Customer, false or outdated information provided by the Customer, or use of the Electric Vehicle charging stations not in accordance with their intended purpose and/or usage rules. In addition, the Provider shall not be liable for losses that were not caused by the intentional or grossly negligent actions of the Provider.
- 7.9. The Provider shall not be liable to the Customer for any indirect losses incurred by the Customer.
- 7.10. All issues and disputes related to traffic rules violations (including parking regulations) shall be resolved by the Customer and the police officer, the parking services company or the municipality.
- 7.11. The Provider shall have the right to suspend or terminate the provision of the Service at any time, without prior notice to the Customer, provided the Customer has violated the use of the Electric Vehicle charging station or if the Provider has reasonable suspicions that the Customer is misusing the Services in any way and/or using them maliciously or improperly. In such cases, the Provider shall have the right to demand that the Customer compensates for any losses incurred and/or to contact law enforcement institutions regarding the illegal activities of the Customer.
- 7.12. The Customer shall submit any claims regarding the Provider's actions, which in the Customer's opinion have violated the Customer's rights, within three (3) months from the moment when the Customer became aware or should have become aware of such violation, together with supporting documents, if the submitted claims are related to the Service provided by the Provider. If the deadline for submitting claims has expired, it shall be considered that the Customer agrees with the actions of the Provider and waives any possible claims against the Provider.
- 7.13. The law of the Republic of Lithuania shall apply to the conclusion, validity, implementation, interpretation, and termination of this Contract.
- 7.14. The Parties shall undertake to settle all disputes concerning the implementation of this Contract through negotiations. If the Parties fail to resolve a dispute through negotiations within 30 (thirty) calendar days from the request of one Party to the other Party, the dispute shall be resolved in accordance with the laws of the Republic of Lithuania. The Parties hereby establish jurisdiction according to the location of the registered office of the Provider.
- 7.15. The Provider shall have the right to demand compensation for direct losses incurred due to the Customer's violation of the obligations provided for in Clause 6.3. of the General Part of the Contract to inform and/or in case of provision of false and erroneous information about the inclusion of the Entities in the Sanctions List and/or allegations of money laundering, terrorist financing or tax fraud.
- 7.16. The Provider shall have the right to suspend the performance of the Contract for the period of sanctions or unilaterally terminate the Contract by notifying the Provider thereof in writing within 1 (one) business day from the date of dispatch of the notice of suspension or unilateral termination of the Contract upon receipt of information concerning the inclusion of the Entities in the Sanctions List and/or allegations made against the Entity regarding money laundering, terrorist financing or activities related to tax fraud. Upon termination of the or suspension of its performance on the basis specified in this Clause of the Contract, the Parties shall not be obliged to pay each other fines, compensate for damages or pay any compensation related to the termination of the Contract or its suspension, except for the cases specified in the Contract.

8. Provisions of Confidentiality

- 8.1. The Parties shall undertake to maintain the confidentiality of the information provided by each other in the course of performing the Contract, as well as the confidentiality of the content of the Contract, and not to disclose such information to any other persons without the prior written consent of the other Party, except in cases provided for by law or if such disclosure is necessary for the proper fulfilment of the obligations undertaken by the Parties under the Contract
- 8.2. The requirements provided in Clause 8.1 of this Contract shall not apply to information which:
 - 8.2.1. was already publicly disclosed or otherwise made publicly available to the general public at the time of its disclosure;
 - 8.2.2. became publicly available or was made publicly available to the general public after its disclosure by the other Party;
 - 8.2.3. was in the possession of the receiving Party at the time of its disclosure and was not directly or indirectly obtained from the other Party;
 - 8.2.4. was lawfully obtained from a third party, which acquired such information without any obligation to keep it confidential to the other Party.

8.3. The Party that breaches its confidentiality obligations shall compensate the other Party for any losses suffered as a result of such breach.

9. Data protection

- 9.1. In cases, when during conclusion and/or implementation of the Contract the Customer transfers personal data to the Provider, the Provider shall process such personal data pursuant to General Data Protection Regulation (EU) 2016/679, Law on Legal Protection of Personal Data of the Republic of Lithuania and other legislation regulating the protection of personal data.
- 9.2. More information on personal data protection is provided in Privacy Statement of the Provider at <https://www.ignitis.lt/lt/privatumo-politika>, in Privacy & Security Section of Fortum Charge and Drive B.V. at [Privacy & Security | Fortum](#) and in Privacy Center of Stripe Payments Europe Ltd. at [Privacy Center - Lithuania | Stripe](#).

10. Final Provisions

- 10.1. The terms and conditions of the Special Part together with the terms and conditions of the General Part as agreed by the Parties, shall constitute the Contract binding on the Parties.
- 10.2. In the event of a conflict between the provisions of the General Part of the Contract and the provisions of the Special Part of the Contract, the provisions of the Special Part of the Contract shall prevail.
- 10.3. The Contract shall enter into force from the moment of its conclusion and shall be valid indefinitely. The Contract shall be deemed concluded after it has been signed by both Parties to the Contract.
- 10.4. The Parties hereby agree that the signing of any instrument concluded between the Parties shall be considered appropriate if:
 - 10.4.1. Representatives of the Parties physically sign the documents in duplicate, one copy for each Party;
 - 10.4.2. The Parties sign the same document separately and exchange copies of the documents signed separately by the representatives of the Parties;
 - 10.4.3. Documents are signed electronically;
 - 10.4.4. Documents are signed by facsimile.
- 10.5. For the sake of clarity, the Parties hereby agree that signing the same document in the different ways specified in the Contract shall be considered as a valid signature and that the scanned document signed by both Parties (regardless of the method of signature) shall have the same legal authority as the original document.
- 10.6. If any provision of this Contract is or becomes partially or completely invalid, it shall not render the remaining provisions of this Contract invalid, provided that the invalidity of such a provision does not render the entire Contract invalid. In such a case, the Parties shall make every effort to replace the invalid provision with a legally effective provision.
- 10.7. The conditions of the General Part of the Contract may be unilaterally amended by the Provider, by informing the Customer in writing in the manner specified in Clause 10.12 of the General Part of the Contract, no later than 15 (fifteen) calendar days prior to the foreseen date of the amendments coming into force. If the Customer does not agree with the amendments to the Contract, the Customer shall have the right to terminate the Contract prior to the effective date of the amendments. If the Customer does not notify the Provider of their disagreement with the proposed amendments within the specified term, it shall be deemed that the Customer has agreed to these amendments and the new terms and conditions of the Contract as indicated in the Provider's notification shall apply to the Parties from the date specified in such notification, and the notification shall be automatically considered as an agreed amendment to the Contract and as an integral part thereof.
- 10.8. Amendments to the Special Part of the Contract shall be made in writing and shall be confirmed by the signatures of both Parties to the Contract.
- 10.9. The Customer shall undertake not to transfer the obligations and rights under this Contract to third parties without the prior written consent of the Provider;
- 10.10. By signing this Contract, the Customer expresses prior consent that the Provider has the right to transfer all rights and obligations under this Contract to other persons without separate consent of the Customer in cases of reorganization, sale of a business or purchase of a business.
- 10.11. The Contract may be terminated unilaterally without recourse to the court and without stating reasons, by one of the Parties notifying the other Party in writing at least 30 (thirty) calendar days prior to its termination. Prior to the termination of the Contract, both Parties must fulfill all their mutual obligations. If the Contract is terminated by the Customer, the termination shall take effect from the moment when the Customer fulfils all the monetary obligations arising out of the Contract to the Provider.
- 10.12. All correspondence related to this Contract, including notices, shall be sent electronically, i.e. to the electronic mail addresses of the Parties indicated in the Special Part of the Contract. The Provider may submit to the Customer all notices related to the Contract together with the sent VAT invoices. It shall be deemed that documents and notices, including but not limited to VAT invoices, were received by the Party on the same day if they were sent on a working day before the end of the working hours, or on the next working day if they were sent on a non-working day or public holiday or after the end of the working hours.
- 10.13. The Party shall be obliged to inform the other Party in writing of any changes to its information and correspondence address. All correspondence sent to the last address specified by the Party and shall be deemed valid and binding on the Party. Each Party shall be responsible for the accuracy and completeness of its information.
- 10.14. This Contract shall not constitute an agreement to use the trademarks owned by UAB Ignitis and/or AB Ignitis grupė, therefore during and after the validity of the Contract it shall be prohibited to use the trademarks owned by UAB Ignitis and/or AB Ignitis grupė to any extent and for any purposes. Trademarks owned by UAB Ignitis and/or AB Ignitis grupė may be used only with the written consent of UAB Ignitis or AB Ignitis grupė concerning the use of a specific trademark, which establishes specific procedures and conditions for the use of the trademark.
- 10.15. In the event that the Provider determines that the Customer is using trademarks belonging to UAB Ignitis and/or AB Ignitis grupė in their activities without the written consent of UAB Ignitis and/or AB Ignitis grupė, or is infringing the rights of trademark owners to trademarks otherwise, the Provider shall send a notice to the Customer with information about the infringement and shall set a deadline for the infringement to be remedied. In the event that the Customer does not remedy the infringement within the deadline set by the Provider, the Provider shall have the right to defend their rights as the trademark owner / authorized user in accordance with the laws of the Republic of Lithuania and demand compensation for damages.
- 10.16. The Parties hereby confirm and warrant to each other the following:
 - 10.16.1. The Party has the right to enter into and perform this Contract on the terms and conditions set forth herein. The Party has taken all necessary legal actions required for the proper conclusion, validity and performance of this Contract, and no further permission or consent is required from the Party or its representative signing on its behalf, except as otherwise obtained.
 - 10.16.2. By entering into this Contract and performing its obligations hereunder, the Party shall not violate any applicable laws, regulations, contracts, agreements, or other documents, as well as the interests of creditors.
 - 10.16.3. The Parties have disclosed to each other all information known to them that is of material importance for the execution and performance of this Contract.