

CONTRACT FOR THE PROVISION OF POSTAL SERVICES

GENERAL PART

I. GENERAL PROVISIONS AND SUBJECT MATTER OF THE CONTRACT

1.1. This Contract for the provision of postal services (hereinafter referred to as the "Contract") consists of a General Part (hereinafter referred to as the "General Part") and a Special Part (hereinafter referred to as the "Special Part"). The General Part is this document, which forms an integral part of the Contract and establishes the standard terms and conditions of the Contract. The Special Part is a document that sets out the individual and additional terms and conditions of the Contract.

1.2. In the event of any conflict or discrepancy between the General Part and the Special Part, the terms and conditions of the Special Part shall prevail.

1.3. If the Contract does not regulate certain terms and conditions related to the Services or provide clarifying information, the relevant terms and conditions publicly available on the Executor's website www.lietuvospastas.lt (hereinafter referred to as the "Executor's website") shall apply.

1.4. This Contract is concluded between the Executor and the Client referred to in clause 1 of the Special Part, hereinafter referred to jointly as the Parties, and each separately referred to as the Party.

1.5. The Executor shall provide the Client with the collection, sorting, transportation, delivery, storage of postal items and related services specified on the Executor's website (hereinafter referred to as the Services), and the Client shall pay for the Services provided under the conditions, terms and procedure set out in the Contract.

II. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

2.1. The Executor undertakes:

2.1.1. to provide the Services in accordance with this Contract, the legal regulations governing the provision of Services and the conditions specified on the Executor's website;

2.1.2. to provide the Client with access to the self-service system available on the Executor's website (hereinafter referred to as the "Self-Service");

2.1.3. at the Client's request, to provide the information necessary for the performance of the Contract;

2.1.4. to inform the Client not later than 30 (thirty) calendar days in advance of any change in the price (rate) of the Services provided by the Executor to the Client under this Contract, except for the cases specified in the Contract, when the price (rate) of the Services provided is changed and applied without separate notification to the Client. The Client may not be informed about the change in prices (rates) of additional services and surcharges by a separate notification;

2.1.5. to inform the Client not later than 14 (fourteen) calendar days in advance of any amendment to each document specified in the Contract and related to the provision of Services (Terms of Service, etc.).

2.1.6. In the cases referred to in clauses 2.1.4 and 2.1.5, the information may be provided in one of the following ways:

2.1.6.1. to the e-mail address specified in the Special Part;

2.1.6.2. by mass media outlets, including the Executor's website;

2.1.6.3. by the Self-service.

2.2. The Executor has the right to:

2.2.1. not to accept and (or) send items prohibited under the Universal Postal Convention, applicable legal regulations, or the Executor's website, as well as postal items that do not comply with the specified requirements;

2.2.2. to require that the postal item be packaged and addressed in accordance with the requirements set forth in the documents of the Universal Postal Union, applicable legal regulations, and the Executor's website;

2.2.3. unilaterally correct the data provided by the Client if it does not correspond to the actual data (including, but not limited to, the number, weight, and dimensions of postal items, etc.), regardless of when the discrepancy is detected (either during or after the submission of postal items). In such a case, it shall be deemed that the Client has handed over, and the Executor has accepted the postal items in accordance with the corrected data, unless the Client proves otherwise. On the basis of the corrected data, the Executor has the right to charge for the Services provided to the Client;

2.2.4. to determine and (or) change the specification of the postal item, including, but not limited to, the requirements for the packaging of the postal item, the dimensions of the postal item, as well as other conditions and (or) requirements related to the provision of the Services;

2.2.5. upon informing the Client 14 (fourteen) calendar days in advance, to unilaterally change and (or) supplement the terms of the Contract, taking into account changes in the legal regulations, technical and (or) production changes in the Services provided and similar circumstances.

2.3. The Client undertakes:

2.3.1. to provide the Executor with a packaged postal item in accordance with the postal item specifications published on the Executor's website, including, but not limited to, requirements for the packaging of the postal item and the dimensions of the postal item;

2.3.2. not to include in postal items any items prohibited under the Universal Postal Convention, applicable legal regulations, or the Executor's website;

2.3.3. to follow the rules for the provision of postal services to business clients and the descriptions of the services provided published on the Executor's website;

2.3.4. to be responsible for the content of the postal item and its proper preparation for sending. If during the processing or delivery of a postal item it is determined that

the item does not comply with the conditions specified in the Contract, such a postal item may not be accepted, and if it has been accepted, it may be returned to the Client. In such a case, the Client must reimburse the Executor for the expenses incurred in accordance with the procedure laid down in the rules referred to in clause 2.3.3;

2.3.5. to ensure that the packaging of a postal item does not in any way artificially alter the dimensions of the parcel (including, but not limited to, bulging, folding or other deformation of the packaging) which could lead to incorrect pricing of the postal item. If it is determined that the packaging of the postal item does not comply with the requirements set out in this clause, the Executor has the right to refuse to accept or return the postal item to the Client or to process and (or) send it at its own discretion. In this case, the Client assumes full responsibility for the consequences arising or that may arise due to incorrect packaging;

2.3.6. to, when using the Self-Service, comply with the terms and conditions specified therein and the Contract and strictly execute all instructions of the Self-Service. After choosing the preferred service, to correctly fill in the declarations of postal items and to prepare all the necessary documents, providing the correct data of the sender and recipient, as well as data about the postal item, if applicable;

2.3.7. to pay the Executor for the Services provided under the conditions, terms, and procedure set forth in this Contract;

2.3.8. not later than 2 (two) business days from the date of submission of the Executor's request, the Client shall return to the Executor any redemption fee amounts wrongly transferred to the Client, by transferring such amount to the account specified in the Executor's request;

2.3.9. at the request of the Executor, to provide the information necessary for the performance of the Contract;

2.3.10. to inform the Executor no later than 10 (ten) business days in advance of the change in the place (procedure) of picking up and delivery of postal items.

2.4. The Client has the right to:

2.4.1. provide comments, requests, and inquiries related to the Services provided;

2.4.2. in accordance with the procedure established by the Postal Law of the Republic of Lithuania, to file a claim for damages for a lost postal item, missing or damaged items sent. The claim form and other relevant information are available on the Executor's website.

III. PRICE OF SERVICES AND PAYMENT PROCEDURE

3.1. The Client undertakes to pay the Executor for the Services provided under this Contract in accordance with the conditions, terms, and procedure set out in the Contract, based on the price (rate) of the Services indicated on the Executor's website and valid on the date of provision of the Services. The Client also undertakes to pay for Services that were not provided through no fault of

the Executor, as well as for the return (forwarding) of the relevant postal item;

3.2. Upon notifying the Client in the manner specified in the Contract, the price (rate) of the Services may be changed without any additional written agreement between the Parties, and the Client shall pay the revised price (rate) of the Services to the Executor for the Services provided under the Contract from the date the change in the price (rate) of the Services enters into force, as specified in the Executor's notification provided in clause 2.1.6, and, if such date is not specified, from the date of publication on the Executor's website. Regardless of whether the Client is informed of changes to the prices (rates) of additional services and surcharges by a separate notification, the Client shall, without any additional written agreement between the Parties, pay the Executor the price (rate) for additional services and surcharges indicated on the Executor's website that are valid on the date such services are provided;

3.3. The provision of Services is subject to value added tax (hereinafter referred to as "VAT"). In the event of changes to the legal regulation governing the taxation of Services, including the introduction of another tax, a change in the VAT rate applicable to the Services, or the imposition of any additional tax, the Client shall, without any additional written agreement between the Parties, pay the price (rate) of the Services inclusive of the applicable VAT and/or other tax from the date of entry into force of the relevant legal regulations establishing or amending such taxes. In such a case, the Client shall not be informed of changes to the price of the Services by a separate notification;

3.4. By the 10th (tenth) day of each calendar month, the Executor shall submit a VAT invoice to the Client for the Services provided during the previous calendar month;

3.5. If the Client identifies any inaccuracies in the VAT invoice submitted by the Executor, the Client shall immediately inform the Executor thereof;

3.6. No later than the 20th (twentieth) day of each calendar month, the Client undertakes to pay the Executor the price (rate) of the Services provided during the previous calendar month.

IV. LIABILITY OF THE PARTIES

4.1. The Executor shall be liable for non-performance or improper performance of its obligations in the provision of the Services under this Contract in accordance with the procedure and to the extent specified on the Executor's website;

4.2. The Executor shall not compensate for any indirect losses and loss of income;

4.3. The Client shall indemnify the Executor for all losses incurred due to the non-performance or improper performance of the Client's obligations set out in this Contract;

4.4. If the Client fails to pay the price (rate) of the Services and (or) other amounts payable to the Executor within the specified time limits (or, if they are not established, within the time limit specified by the Executor), and fails to return

the amounts of redemption fees wrongly transferred to the Client, the Client must pay the Executor default interest in the amount of 0.05% (five hundredths of a percent) of the amount not paid on time for each day of delay. In case of debt recovery, the Executor has the right to apply a debt administration fee;

4.5. In case of violation by the Client of clause 2.3.2, regardless of the moment of detection of the violation (at the time of submission of postal items or at any time after submission), the Client must reimburse the Executor for all expenses incurred, including fines incurred due to prohibited items found in the postal item, no later than 3 (three) business days based on the invoice provided by the Executor. In this case, the postal shipping fee is not refunded to the Client;

4.6. In case of violation by the Client of clause 8.3, the Client must pay a fine in the amount of 500 (five hundred) euros to the Executor for each case of violation. A violation shall be considered any individual case when the Client represents, in any form, that it may resell the Executor's services and (or) intends to resell them, as well as when the Client indicates in any form that it can mediate in the provision of the Services to a third party. Each individual case of submission of postal items to be sent and (or) delivered by a third party shall also be considered a violation. The Parties agree that the fine established in this clause is reasonable, its amount is reasonable and corresponds to the minimum amount of damage caused by the Client to the Executor;

4.7. The Client must pay the penalties specified in this clause no later than the deadline specified in the Executor's claim, and if such a deadline is not specified – no later than 3 (three) business days from the date of receipt of the Executor's claim;

4.8. If the Client fails to pay the amount payable to the Executor within the time limit and in accordance with the procedure established in the Contract and (or) under other agreements concluded with the Executor, or fails to fulfil any other obligation imposed on it, the Executor shall have the right to immediately suspend the provision of Services, upon prior notice to the Client. The provision of Services to the Client shall be resumed only after full payment to the Executor and (or) proper fulfilment of the obligations. In certain cases, the Executor may require additional measures to ensure the fulfilment of obligations. If the Client commits a violation of this clause, the Executor shall have the right to terminate the Contract;

4.9. If the Client fails to comply with the established requirements for the preparation and submission of postal items, the Executor has the right to impose penalties equal to the postal item shipping fee amount for each improperly prepared and (or) submitted postal item;

4.10. The Parties agree that in the event of a Party's failure or improper performance of clause 8.6 the obligation specified in the Contract shall be deemed fulfilled by that Party in accordance with the last known data of the other Party;

4.11. The Executor shall be exempt from liability if it sends information to the Client in the manner specified in the Contract, and the Client does not receive it or it is delayed due to no fault of the Executor;

4.12. The Client is fully responsible for the security, confidentiality, and all actions performed using its login data, regardless of who performed these actions.

V. FORCE MAJEURE

5.1. A Party shall be exempted from liability for non-performance of the Contract if it proves that the non-performance of the Contract was due to circumstances beyond its control and could not reasonably have been foreseen at the time of conclusion of the Contract, and that it could not prevent the occurrence of these circumstances or their consequences. Force majeure shall not include circumstances where there are no goods on the market necessary for the performance of the obligation, the Contracting Party does not have the necessary financial resources, or the debtor's contractors are in breach of their obligations;

5.2. The Parties understand the circumstances of force majeure as they are regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and by Resolution No. 840 of 15 December 2015 of the Government of the Republic of Lithuania approving the "Rules of Exemption from Liability in the Event of Force Majeure" insofar as they are not in conflict with the Civil Code of the Republic of Lithuania. When proving the circumstances of force majeure, the Parties have the right to rely on a certificate issued in accordance with Resolution No. 222 of 13 March 1997 of the Government of the Republic of Lithuania "On the Approval of the Description of the Procedure for the Issuance of Certificates Attesting to the Circumstances of Force Majeure" or relevant legal regulations replacing it, or other evidence or justified arguments;

5.3. Having assessed the generally known risks related to the spread of infectious diseases and the measures applied to ensure the health of persons, the Executor shall provide the Services taking into account the binding decisions (acts) and recommendations of state and municipal institutions, including other decisions (acts) adopted in the course of their implementation, which apply restrictions on the normal organization of the activities of the Executor. The Executor may temporarily fail to comply with the terms and conditions for the provision of Services set out in the Contract and shall be exempt from civil liability for such non-compliance (it will not be considered improper performance of the Contract) if it is due to decisions (acts) adopted by the state and (or) municipalities or by circumstances related thereto or resulting therefrom. Upon the disappearance of these circumstances, the Services shall be provided in accordance with the terms and conditions set out in the Contract;

5.4. The Party requesting its release from liability must inform the other Party in writing about the circumstances of force majeure immediately, but not later than 10 (ten) business days from the occurrence of such circumstances,

as well as inform the other Party of the possible deadline for the fulfilment of obligations. The grounds for releasing a Party from liability arise as of the moment of occurrence of force majeure circumstances;

5.5. In the event of force majeure, the Parties shall be released from liability for non-performance, partial non-performance, or improper performance of the obligations provided for in the Contract, and the term of performance of the obligations shall be extended. If force majeure circumstances continue for more than 2 (two) months, either Party shall have the right to unilaterally terminate the Contract by giving 5 (five) business days prior written notice to the other Party. In case of termination of the Contract on this ground, the Parties must settle accounts with each other and fulfil other obligations provided for in the Contract no later than 3 (three) business days from the date of termination of the Contract.

VI. VALIDITY AND TERMINATION OF THE CONTRACT

6.1. The Contract enters into force as specified in clause 3.1 and shall be valid indefinitely;

6.2. Upon the entry into force of this Contract, any contracts for the provision of postal services concluded between the Parties before the date of entry into force of this Contract shall cease to be valid.

6.3. The Contract shall terminate:

6.3.1. by written agreement of the Parties;

6.3.2. on the initiative of one Party, without going to court, by notifying the other Party thereof in writing not later than 30 (thirty) calendar days in advance;

6.3.3. on the initiative of one Party, without going to court, if the other Party improperly performs or fails to fulfil the obligations assumed under the Contract, by notifying the defaulting Party thereof in writing not later than 14 (fourteen) calendar days in advance;

6.3.4. if the Client has not used the Services for more than 12 (twelve) consecutive months.

6.4. The Executor shall have the right to unilaterally suspend the provision of the Services or to terminate the Contract by giving the Client written notice not later than 2 (two) business days in advance, if the Client violates clause 8.3. The Parties agree that clause 8.3 is a material breach of the Contract;

6.5. The Executor shall have the right to unilaterally suspend the provision of the Services or terminate the Contract by giving the Client written notice not later than 2 (two) business days in advance, if the Client has initiated liquidation or bankruptcy proceedings or the Executor becomes aware of other circumstances that provide sufficient grounds to believe that the Client is insolvent.

6.6. The Parties agree that if the provision of Services under clause 4.8 is suspended for more than 14 (fourteen) calendar days on the grounds specified in the Contract, the Executor has the right to unilaterally terminate the Contract without additional notice to the Client.

7.1. During the period of validity of the Contract, the Client may transfer to the Executor the personal data of the parties to the correspondence (name, surname, address, and in certain cases, workplace, position, telephone number, e-mail address, etc.) (hereinafter referred to as Personal Data). In each case, the scope of the Personal Data transferred shall be determined by the Client. The Client is responsible for the accuracy, completeness, and correctness of the Personal Data transmitted to the Executor;

7.2. The Client confirms that the Personal Data has been collected and processed, including its transfer to the Executor, lawfully, and the data subjects whose Personal Data is transferred to the Executor are duly and timely informed about the processing of their personal data, including its transfer to the Executor, and, where necessary, have been provided with all the mandatory information required under the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as the GDPR);

7.3. The Parties agree that in cases where the Personal Data necessary for the provision of postal services is transferred using information technologies (for example, Self-Service or integration between the information systems of the Parties) and the transfer complies with clause 7.4, The Executor shall become an independent controller of such Personal Data;

7.4. The Client confirms that it understands that when it transfers Personal Data to the Executor using information systems, the Client is the controller of such Personal Data. For this reason, the Client is responsible for choosing and ensuring the technical, organizational, and other security measures applied during the transfer of Personal Data;

7.5. The Client is responsible for the correct selection and proper packaging of the postal item and compliance with the Parcel Packaging Rules, the current version of which is provided on the Executor's website, as well as for the choice of the method of sending the postal item (specific postal service), especially in cases of sending personal data or confidential information in the parcel;

7.6. The Client undertakes to track the status of the transferred postal item from the moment of its submission to the recipient in the Self-Service, through integration between the Executor and the Client or publicly available information about the status of the postal item, available in the Parcel Tracking section of the Executor's website (if the Client uses at least one of these methods and such information is available). In the event of loss, improper delivery, or other cases involving a postal item, the Client is responsible for the proper assessment of this situation in accordance with the GDPR and the applicable legal regulations and for the timely and proper performance of related actions, if they are necessary after the aforementioned assessment (for example, notification to the supervisory authority about a possible data security breach);

VII. PROCESSING OF PERSONAL DATA

7.7. The Parties confirm that they understand that the Client remains the controller of the Personal Data sent in postal items, if any;

7.8. After the transfer of Personal Data, the Parties, acting as independent data controllers, agree to cooperate with each other and, if objectively necessary, provide each other with assistance upon receipt of requests or inquiries from data subjects and (or) competent authorities related to Personal Data;

7.9. The Parties understand and confirm that, acting as independent controllers of Personal Data, they are independently responsible for the proper processing of Personal Data in accordance with applicable data protection laws.

VIII. FINAL PROVISIONS

8.1. The terms and conditions of the Contract, as well as any information disclosed by one Party to the other Party before the date of entry into force of the Contract, or during the term of the Contract, including information on the performance of the Contract, except for publicly available information, shall be confidential and shall not be publicly disclosed or disclosed to third parties without the written consent of the other Party, except for cases provided for by the legal regulations of the Republic of Lithuania;

8.2. The Client undertakes not to transfer and (or) assign the rights and (or) obligations related to this Contract without the prior written consent of the Executor;

8.3. The Parties agree that this Contract shall not be considered a subcontracting or mediation agreement. The Client purchases the Services only for the satisfaction of its business needs, i.e. to send and (or) deliver its postal items to recipients in accordance with the provisions of the Contract. The Client is prohibited from using the purchased Services for the purpose of reselling them to third parties;

8.4. The Client agrees that the Executor or a person appointed by the Executor may contact the Client in writing or by electronic means of communication in order to inform the Client about the services and goods provided and (or) planned to be provided by the Executor and (or) the companies within its group, to obtain the Client's opinion on the services and goods provided, as well as to provide news and advertising. The Client also agrees that the contact data provided by the Client (company name or name, surname, address, telephone number, e-mail address) will be used and (or) processed for the purpose of direct marketing. The Client has the right to refuse the use and (or) processing of its contact data for the above-mentioned purpose at any time by notifying the Executor in writing;

8.5. All notices and other correspondence of the Parties addressed to each other shall be submitted in writing, unless the specific provisions of the Contract allow submission in another form. Notices shall be deemed to have been duly submitted when they are delivered to the persons authorized by the Parties in person or sent by registered mail and delivered to the addresses of the Parties

specified in the Contract or submitted to the e-mail addresses specified in the Contract;

8.6. The Parties undertake to inform each other about the changes to their details specified in the Special Part no later than 5 (five) calendar days;

8.7. All amendments and supplements to the Contract must be made in writing and signed by both Parties, except for the cases specified in this Contract;

8.8. Annexes to the Contract specified in clause 5.1 of the Special Part are an integral part of the Contract. The documents used in accordance with the provisions of this Contract, as well as the specifications of postal items and the relevant conditions related to the provision of the Services, which must be followed by the Parties in the performance of the Contract, shall be published on the Executor's website. The Parties agree that the versions of the documents published in this manner shall be followed in the implementation of the provisions of this Contract, regardless of whether the Client is separately informed about their amendments or not;

8.9. The Contract shall be concluded, executed, and its provisions shall be interpreted in accordance with the law of the Republic of Lithuania. Disputes or other disagreements arising from the Contract shall be resolved by negotiations between the Parties. If the Parties fail to resolve a dispute or other disagreement arising from this Contract by negotiations, it shall be referred for resolution to the competent court of the Republic of Lithuania in accordance with the place of the Executor's registered office;

8.10. The Parties confirm that they are duly established and lawfully operate in accordance with the requirements of the legal regulations of their home state, and that the conclusion and execution of the Contract are not in conflict with the international sanctions applicable in the Republic of Lithuania. The Parties also confirm that their representatives who sign this Contract are duly authorized to do so;

8.11. The Executor does not tolerate any form of corruption. The Client undertakes to comply with the requirements set out in the Corruption Prevention section of the Executor's website throughout the period of validity of the Contract;

8.12. The Contract is concluded electronically in a single copy and signed with valid secure qualified electronic signatures. Upon agreement of the Parties, the Contract may be concluded physically in 2 (two) copies with equal legal force, one for each Party;