

The Consultant's General Terms for Providers (the "GT PR")

2023-GJ-IE-GTP-03

Definitions:

"Contract" – a Cooperation Contract concluded including these GT PR and other contractual documents explicitly mentioned in Cooperation Contract.

"Cooperation Contract" – Cooperation Contract electronically concluded or signed by Provider and Consultant.

"Provider" – a party which under Cooperation Contract is named as "Provider".

"Consultant" - a party which under Cooperation Contract is named as "Consultant".

"Information" – an information to be uploaded by Provider and made available to Client by Consultant; as default - Information shall mean qualification, experience and contact information of Provider.

"Parties" – Provider and Consultant.

"Party" – Provider or Consultant.

"Cooperation" – the relationships on cooperation defined in Cooperation Contract; as default - Cooperation shall mean the possibility to Provider to use Consultant's online data base as a platform for Provider's Information and possibility for Consultant to be paid for information and paid for contracts concluded on the basis of Information between Provider and Client.

"In writing" – written form or electronic form, such as email and similar.

GENERAL

1. Provider's acceptance of Cooperation Contract shall be deemed acceptance of these GT PR which shall prevail over and exclude any other terms or conditions, that Provider may seek to impose or incorporate or which might be implied by trade, custom, practice or course of dealing, in conflict with these GT PR.

2. Cooperation scope to be provided is limited to that defined in Cooperation Contract and shall NOT be changed, added to or extended unless both Parties explicitly agree in writing. All changed or new scope of Cooperation shall be subject to these Conditions.

3. It is understood and agreed that Consultant is always acting only as provider of data base (web platform) for all users – such as Client – and Consultant shall NOT be responsible NOR liable for performance, acts, omissions and behaviour of Provider, information about which is placed on Consultant's data base. Provider explicitly accept all and any liability and risks in this regard whatsoever. Respectively all and any risks in relation to third party service providers shall always exclusively remain with Provider. Said provisions are one of the essentials for Consultant and are a precondition for Consultant to enter into contractual relationships with Provider.

4. Consultant warrant that the Cooperation will be carried out using reasonable care and skill. However, it is explicitly agreed by the Parties and acknowledged, accepted and agreed by Provider, that Consultant's services are limited to sharing of Information of Provider, i.e. disclosure of certain contact information and general information of such Provider to Client. Provider hereby explicitly guarantee accuracy, correctness or truthiness of Information. Moreover, Provider hereby explicitly gives full and unlimited representation, warrant, guarantee and undertaking whatsoever in respect of quality of the works or services or any other performance parameters by Provider, which are listed in Consultant's data base.

5. Consultant's obligations shall be considered duly fulfilled and entirely completed upon the provision of an access to Information to Client. An access to Information means that Client is provided with access to the data base of Consultant. The fact that Client has not read, downloaded or used the information is absolutely irrelevant as Consultant's obligations are limited to providing Client with certain rights, which Client is free to use or not at his sole discretion.

6. Duration of Cooperation is for indefinite period. Any Party may unilaterally cancel Cooperation Contract by deactivation of the Provider's account on Consultant's data base (platform). In such case the counter Party will be notified by email and account will be deleted and Cooperation Contract cancelled after 14 days from the deactivation.

7. Details contained in Consultant's webpage, advertisements and other material is given for general guidance only and forms no part of this Contract and is followed or acted upon entirely at Provider's and Client's own risk, and Consultant shall not be liable for any such expectation, advice or recommendation. Consultant is entitled to correct any typographical, clerical or other error or omission in any of Consultant Information or

other document or information issued by Consultant without liability and such documents do not constitute offers made by Consultant.

CONSULTANT'S LIABILITY, EXCLUSIONS AND LIMITATIONS

8. THE FOLLOWING PROVISIONS ON CONSULTANT'S LIABILITY, EXCLUSIONS AND LIMITATIONS SHALL BE IN ADDITION AND IN EXTENSION OF THE PROVISIONS STIPULATED IN CLAUSE 3 OF THESE CONDITIONS ABOVE. Consultant shall under any circumstances have NO liability of (including, without limitation, any liability for the acts or omissions of Consultant's employees, agents and sub-consultants) in respect of: a. Any breach of these Conditions and/ or Cooperation Contract and: b. Any representation, statement or omission including, without limitation, negligence and/or breach of statutory duty or otherwise under or in connection with the Contract. Consultants liability against Provider or to any third party in any relation with Cooperation Contract is hereby explicitly and entirely excluded. Nothing in these Conditions excludes or limits Consultant's liability for death or personal injury caused by Consultant's negligence (or that of Consultant's employees, agents or sub-consultants) or for fraud or fraudulent misrepresentation. NO liability for delays or alleged delays of Consultant shall apply.

9. Respectively Provider hereby irrevocably and unconditionally indemnifies Consultant, hold him harmless and fully compensates in respect of Provider's (including, without limitation, any liability for the acts or omissions of Provider's employees, agents and sub-providers), Client's or any other third party's claims or complains, including all legal costs.

10. It is accordingly hereby expressly agreed by Provider with Consultant (for the benefit of Consultant and Consultant's employees, agents and sub-consultants that notwithstanding the termination of this Contract by breach or otherwise, the exclusions and limitations of liability provided herein shall protect Consultant and Consultant's employees, agents and sub-consultants in all circumstances whether this Cooperation Contract or any term expressed or implied in it, be broken or repudiated and whatever the consequences of such breach of contract or repudiation and however great may be the damage suffered by Provider or others or the consequences following from any negligence or breach of contract or breach of statutory duty or other wrongful act or omission whatsoever on the part of Consultant and/or Consultant's employees, agents and sub-consultants.

11. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from Cooperation Contract.

12. Should Consultant be delayed in carrying out Cooperation owing to any cause whatsoever beyond Consultant's control (Force Majeure, other party's delay or similar), Consultant shall be at liberty to cancel or suspend Cooperation Contract without incurring liability for any loss or damage resulting therefrom. Consultant reserves the right to defer the date of performance or cancel Cooperation Contract (without liability to Provider) if Consultant are prevented from or delayed in carrying out the Services or any of them due to any of said events.

IPR

13. All intellectual property rights in or arising out of or in connection with Cooperation and Cooperation Contract shall be owned by Consultant.

14. Provider acknowledges that, in respect of any third party intellectual property rights, Provider use of any such intellectual property rights is conditional on Consultant obtaining a written licence from the relevant licensor on such terms as will entitle Consultant to license such rights to Provider.

15. All of Consultant's information, data, web solutions and similar is and shall always remain Consultant's exclusive property.

CONFIDENTIALITY

16. Provider shall keep in strict confidence all data and/or information which have been disclosed to Provider by Consultant, its employees, agents or sub-consultants, and any other confidential information concerning Consultant's business or its products or its services which Provider may obtain. Provider shall restrict disclosure of such confidential information to such of its employees, agents or other persons as need to know it for the purpose of discharging Provider's obligations under Cooperation Contract, and shall ensure that such employees, agents or other persons are subject to obligations of confidentiality corresponding to those which bind Provider. These obligations shall not apply to the extent disclosure is required by law, a court, tribunal or regulatory body from time to time.

17. In addition to Consultant's rights and remedies according to laws and contracts – in case of breach of Cooperation Contract by Provider – Consultant automatically becomes entitled to publicly (including but not limited to social media sources) disclose all and any information in relation to Cooperation Contract and Provider and all details about their relationships.

GDPR

18. Protection of Personal Data. All Consultant's discloses Personal Data of his own or third service providers to Provider, shall cause and oblige Provider to comply with all applicable data protection laws and regulations (including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council with all its changes or replacing regulations, if any).

19. Provider shall apply the highest physical, technical, administrative and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

20. Provider agrees that it will not withhold or delay its consent to any changes to these clauses which in Consultant's reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority and agrees to implement any such changes at no additional cost to Consultant.

21. Client acknowledges that the processing of Personal Data in accordance with the Cooperation Contract may require the conclusion of additional data processing or data protection agreements with Consultant. To the extent such additional agreements are not initially concluded as part of Cooperation Contract, Provider, its relevant affiliates or subcontractors shall upon Consultant's request promptly enter into any such agreement(s), as designated by Consultant and as required by mandatory law or a competent data protection or other competent authority.

22. Provider hereby grants, agrees and gives unconditional permission to Consultant for collection and usage of Provider's personal data for purposes of Cooperation and for purposes of Consultant's relationships with Clients or third parties.

MISCELEANOUS

23. These Conditions and Cooperation Contract constitute the entire agreement between Provider and Consultant in relation to their subject matter and supersede any previous agreement or understanding and may not be varied except in writing as agreed by Consultant.

SANCTION CLAUSE:

24. Each Party represents that it is not subject to international sanctions, including economic, financial or any other sanctions of the United Nations Security Council and (or) the European Union, and (or) to any similar measures of their respective countries (the "Sanctions"), and represents that its shareholders and (or) any other participants, its management, and any other persons it engages to perform Cooperation Contract are not subject to the Sanctions.

25. Each Party shall promptly give written notice to the other Party once it becomes aware that its shareholders and (or) other participants, its management, and (or) any other persons it engages to perform Cooperation Contract are subject to the Sanctions.

26. Each Party shall comply with the legal acts regulating the Sanctions that are or will be applicable to the Services under Cooperation Contract and (or) that are or will be applicable to any transaction and (or) other action relating to the Services and (or) the Contract (the "Legal Acts Regulating Sanctions").

27. Each Party shall (1) maintain adequate control tools and procedures to ensure its compliance with the Legal Acts Regulating Sanctions; (2) obtain all licences, permits and (or) any other consents and shall make all notifications if and when this is mandatory under the Legal Acts Regulating Sanctions; (3) cooperate with the other Party with the aim to assist the other Party in complying with the Legal Acts Regulating Sanctions, but each Party will remain liable for its compliance with the Legal Acts Regulating Sanctions.

28. Each Party shall promptly give a written notice to the other Party once it becomes aware that it is being investigated by any national, federal and (or) local authority regarding its non-compliance with the Legal Acts Regulating Sanctions in relation to the Services and (or) the Contract, and (or) once it receives an inquiry in relation to the Services and (or) Cooperation Contract from any national, federal and (or) local authority under the Legal Acts Regulating Sanctions. This clause applies to the extent it is consistent with applicable law.

The Consultant's General Terms for the Providers (the "GT PR")

29. The Consultant may suspend performance of its obligations (all or part) arising out of Cooperation Contract if such suspension is required under the Legal Acts Regulating Sanctions, and (or) if such suspension is lawfully requested by a national, federal and (or) local authority.

30. The Consultant may terminate Cooperation Contract in cases and in accordance with the order indicated in the Legal Acts Regulating Sanctions.

31. The Consultant may also terminate Cooperation Contract by giving a prior written notice hereof to the other Party not later than 3 calendar days before the intended termination of Cooperation Contract if the other Party does not perform or improperly performs its obligations arising out of or relating to the sanctions clauses, does not remedy the breach within a reasonable additional term set, or if the representations of the other Party are or become inaccurate and this is a material breach of Cooperation Contract.

AGENCY SERVICES AND COMMISSION FEE (2 STAGE) AND NON-OVERCOMING BY PROVIDER

32. This part of the GT PR shall apply in respect of and regulate Services of 2 Stage in Cooperation Contract.

33. As soon as Client concludes a contract, order or any other agreement irrespective of type and form whatsoever with Provider ("Hiring Contract"), Provider shall immediately and not later than within 3 working days notify Consultant of (i) the fact of conclusion of Hiring Contract, (ii) scope, location of performance, price, payment terms and duration of Hiring Contract and (iii) other main terms and conditions of Hiring Contract.

34. Client shall pay a commission fee to Consultant ("Commission Fee") on each and every Hiring Contract concluded as an outcome of access to Consultants data base. Commission Fee shall be payable irrespective of Client's claims against or disputes with Provider. Provider hereby irrevocably and unconditionally and always free of charge and without any remuneration whatsoever - grants and entitles Consultant with Commission Fee to be received from Client.

35. For avoidance of doubt, Consultant's services to Client in relation to agency or intermediary – shall always be limited with Services themselves (access to data base), i.e. no other obligations or duties except those included in Services will be addressed to Consultant.

36. Provider agrees and undertakes not to come over Consultant or entail or assist or cause Client or any third party for avoidance of payment of Commission Fee or reduction of Commission Fee and to fulfil Cooperation Contract fairly and in good faith and always with the highest degree of diligence and business ethics.

37. Provider agrees and undertakes to ensure that Hiring Contract does not contain any restrictions related to the disclosure of Hiring Contract or related documents (correspondence, protocols, invoices etc.) or any related information by Provider or Client to Consultant. Provider shall ensure that all information needed for the fulfilment of Cooperation Contract will be freely and unconditionally available to Consultant on demand.

38. Provider shall immediately send all copies of the delivery-acceptance protocols (irrespective intermediate or final), invoices or similar documents, which Provider addresses to Client.

LAW AND ARBITRATION

39. Cooperation Contract is governed by and shall be interpreted according to the laws of the Republic of Lithuania.

40. Any dispute, arising out of or relating to Cooperation Contract, shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. All procedural documents shall be served via Parties' e-mails indicated in the Contact Details field. The number of arbitrators shall be 1 (sole). The place of arbitration shall be Vilnius, Lithuania. The language of arbitration shall be English. The law of Lithuania shall be applicable to the dispute.

Acceptance of the Conditions:

By confirming these Conditions, Provider hereby irrevocably confirms that he (i) has carefully and diligently read, understood, assessed the wording of these Conditions and (ii) agrees and accepts these Conditions and these Conditions as from the moment of confirmation is legally binding to the Provider and shall be fulfilled by him in due order.