

UAB „EKSKOMISARŲ BIURAS“
MONITORING AND RESPONSE AGREEMENT
General Part



The Monitoring and Response Agreement (hereinafter referred to as the **Agreement**) is concluded between UAB “Ekskomisarų biuras” (hereinafter referred to as the **Bureau**), which provides electronic security and/or video surveillance services, and the Client who concluded the Agreement (hereinafter referred to as the **Client**), whose details (data) are specified in the Special Part of the Agreement. The Bureau and the Client hereinafter collectively refer to as the **Parties**.

The capitalized terms in this General Part of the Agreement are defined in the Rules for the Provision of Electronic Security Services, the Rules for the Provision of Video Surveillance Services and the Rules for the Provision of Electronic Security and Video Surveillance Services (hereinafter collectively and individually referred to as the **Rules**). The relevant Rules apply to the services selected in the Special Part.

1. Subject matter and interpretation of the Agreement

- 1.1. The subject of the Agreement is the provision of the services specified in the Special Part (hereinafter referred to as the Services) in accordance with the procedure set forth in the Rules.
- 1.2. When interpreting the Agreement (including supplements and annexes) and transactions related to the Agreement, the following provisions shall be observed:
 - 1.2.1. The Agreement consists of this General Part, the Special Part and the Rules. The Special Part includes the following sections: “Details and Representations of the Parties”, “Financial Data”, “Procedure for the Provision of Services chosen by the Client”, “Data of the Monitored Object”, “Work Completion Certificate”;
 - 1.2.2. The names of individual sections of the Agreement are provided only to facilitate the use of the text;
 - 1.2.3. Considering the context of the Agreement, logic, system connection with other provisions of the Agreement, the words presented in the text of the Agreement in the singular may have a plural meaning and vice versa, except when the Agreement clearly distinguishes singular or plural.
- 1.3. When concluding the Agreement, the Parties unconditionally confirm that no deposit or similar legal relations have been established between the Parties and the rights, duties and responsibilities of the Parties arising from the Agreement will in no case be subject to the provisions of Chapter XLII of the Civil Code of the Republic of Lithuania, which regulate deposit relationships, and all or any of the provisions of the Agreement will not be interpreted in accordance with them, regardless of termination and invalidity of the Agreement.
- 1.4. When executing the Agreement, the Parties will also follow the Rules, which are posted together with the General Part on the website of the Bureau: www.ekskomisarai.lt.
- 1.5. Electronic security services mean the monitoring of alarm system signals (messages) and responding to alarm system activation signals in accordance with the procedure set forth in the Rules.
- 1.6. Video surveillance services mean the monitoring of data captured by the video surveillance system and response based on the observed violations in accordance with the procedure set forth in the Rules.
- 1.7. Electronic security and video surveillance services mean the monitoring of alarm system signals (messages) and response based on the violations observed by the video surveillance system in accordance with the procedure set forth in the Rules.

2. Monitored Object

- 2.1. Information about the Object and other conditions related to the execution of the Agreement are specified in the Special Part and the Rules.
- 2.2. A separate Special Part is drawn up for each Object and it is considered that a separate Agreement has been concluded for each Object.

3. Rights and obligations of the Parties

- 3.1. The Bureau:
 - 3.1.1. undertakes to provide the Services under the terms and conditions specified in the Agreement;
 - 3.1.2. has the right to suspend the performance of its obligations assumed under the Agreement (including the provision of all Services) and/or not to assume responsibility for damage (losses) incurred by the Client in case of theft, other loss, destruction, damage of the property in the Object or other damage (losses), after giving a written notice to the Client in 7 (

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seven) calendar days, if the Client fails to pay the amounts payable under the Agreement (or other contracts or agreements related to the Agreement) within the established terms and/or violates other material terms and conditions of the Agreement. During suspension of the obligations of the Bureau, the Bureau bears no responsibility for the damage (losses) of the Client, both as a result of any event and as a result of other circumstances. The Bureau resumes the performance of its contractual obligations under the Agreement, after the Client eliminates the reasons that led to the suspension of the performance of the obligations of the Bureau, upon receipt of the notification of the Client with written evidence and the Bureau is convinced of this. The execution of contractual obligations resumes from the next working day at 12:00 p.m. after the written notification of the Client (with evidence) about the elimination of the reasons that led to the suspension of the performance of the obligations of the Bureau and the conviction thereof. In the case referred to in this point, the Client remains obligated to pay for the lease of the transferred equipment (if the equipment is leased to the Client), communication services and the Agreement suspension administration fee. The liability clause of the Bureau provided for in this point applies until the Client fully covers the debt and/or fulfils other essential contractual obligations. The Bureau undertakes to notify the Client in writing about the beginning and end of the application of this clause.

3.2. The Client has the right to:

- 3.2.1. require the Bureau to provide the Services in a proper and timely manner in accordance with the applicable legal acts and the Agreement;
- 3.2.2. receive from the Bureau information and/or technical assistance necessary for the Client to use the Alarm System and/or Video Surveillance System properly (if the Alarm System and/or Video Surveillance System was transferred to the Client by the Bureau);
- 3.2.3. require the Bureau to provide information that the Bureau is obliged to provide according to the provisions of the Agreement.

3.3. The Client hereby undertakes to:

- 3.3.1. Pay with the Bureau according to the procedure and terms established in the Agreement and fulfil other assumed obligations. If the Client does not pay on time, the Bureau has the right to narrow the limits of its obligations and responsibilities or to suspend the performance of its obligations in accordance with the procedure provided for in Clause 3.1.2 of the General Part;
- 3.3.2. after the end of the Agreement, or upon separate agreement between the Parties, return or provide conditions for taking back the equipment transferred by the Bureau in the same condition, except for normal wear and tear, if this equipment was transferred to the Client for the performance of the Agreement on the basis of lease or use. If the Client loses or damages the equipment, the Client must compensate the Bureau for the losses, which will be equal to the replacement value of the equipment referred to in the Special Part;
- 3.3.3. at the request of the Bureau, provide the necessary information about the Object, as well as a description of the detail description of alarm zones and/or video cameras of the Object (premises), and a copy of the layout plan, which is necessary for the conclusion of the Agreement and the provision of Services;
- 3.3.4. carry out the written instructions given by the Bureau regarding the elimination of security deficiencies of the Object or the implementation of recommendations. The Bureau has no obligation to provide the Client with the instructions and recommendations referred to in this point, but has the right to provide them;
- 3.3.5. not to disclose activation/deactivation codes of the Alarm System and/or Video Surveillance System, Object passwords to third parties, except for responsible persons;
- 3.3.6. without prior agreement with the Bureau, not to connect additional objects or devices to the existing Alarm System and/or Video Surveillance System, the signals of which are monitored in the Monitoring and Control Centre of the Bureau (hereinafter referred to as the MCC);
- 3.3.7. provide a document confirming the right of ownership or other right to manage the Object. In any case, by signing the Agreement, the Client confirms that he has all the rights, all the necessary consents and authorizations to enter into the Agreement, and assumes all responsibility for possible compensation for damages and losses;
- 3.3.8. ensure the proper functioning of the Alarm System and/or Video Surveillance System and take timely measures to repair/eliminate faults. The Client ensures that the Alarm system and/or Video surveillance system of the Object is operated only by trained persons who do not perform any actions that could damage the Alarm system and/or Video surveillance system and ensures that the Alarm system and/or Video surveillance system cannot be damaged by other third parties referred to the Client;
- 3.3.9. use the equipment of the Alarm System and/or Video Surveillance System only for its intended purpose. If the mentioned

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equipment is not used for its intended purpose due to the actions/inaction of the Client or persons referred to it, the Client shall compensate all the resulting damage (losses) in a non-dispute manner.

- 3.4. The Client is directly responsible for the correctness of the personal data provided to the Bureau, the legality of the provision and processing of personal data, for all claims of third parties (including state and municipal institutions and authorities) due to violations of legal acts regulating the protection of personal data, except in cases where this occurred exclusively due to the illegal actions of the Bureau and in case of fault of the Bureau.

4. Confidentiality

- 4.1. The Parties undertake to keep the information received during the performance of the Agreement confidential and not to disclose it to third parties without the written consent of the other Party, except: if the information is or will become known to the public; the information is disclosed in the performance of the Agreement or the Parties agree to disclose such Confidential Information to third parties; if the information is required to be disclosed by law, upon order of a court or other competent authority.
- 4.2. The Parties undertake to comply with the obligations assumed under Clause 4.1 of the General Part during the validity of the Agreement and for three years after the end of the Agreement. The Bureau is not bound by the obligation of this clause if the Bureau applies to the relevant authorities in order to recover debts to the Bureau from the Client or by exercising its other rights or fulfilling the obligations arising from the Agreement and from applicable legal acts.

5. Payments and settlements under the Agreement

- 5.1. For the Services provided by the Bureau under the Agreement, the Client pays the fees provided for in the Special Part of the Agreement and in separate agreements concluded by the Parties (if any).
- 5.2. By the 10th (tenth) day of the current month, the Bureau provides the Client with a VAT invoice for the Services provided in the current month, which the Client must pay by the 25th (twenty-fifth) day of the same current month. The invoice is sent in the manner specified in the Special Part.
- 5.3. The Client must pay for other additional Services provided in the Special Part within 5 (five) business days after the date of receipt of the VAT invoice.
- 5.4. If the Client does not receive the VAT invoice for the monthly fees provided for in the Special Part by the 15th (fifteenth) day of the current month, he must pay the amount specified in the last received VAT invoice not later than on the last day of that current month and warn, as well as in writing, the Bureau about the fact of non-receipt of the VAT invoice. After the Bureau provides the Client with a VAT invoice for the Services provided, the Client undertakes to pay the Bureau the difference between the paid and payable fee for the Services provided (if there is a difference) not later than within 5 (five) business days from the receipt of such VAT invoice. If, in accordance with the procedure set forth in this point, the Client has paid a higher amount for the Services provided, such payments will be included in the payments due for the Services provided in the following month.
- 5.5. If the Client is more than 10 (ten) calendar days late in paying the payments referred to in the Agreement, the Bureau has the right to calculate late interest of 0.04% (four hundredths of one per cent) for each day of delay, starting from the first day of delay. Payment of interest does not release the Client from the obligation to pay for the Services provided. The Parties agree that payments are primarily allocated to penalties and interest, in the second order - payments are allocated to compensate the expenses incurred by the Bureau in connection with the statement of the demand for the fulfilment of the obligation and other methods of defending rights, in the third order - for the fulfilment of the main obligation. Debt recovery costs are paid by the Client.
- 5.6. The Bureau has the right to review and change the amount of payments for the Services, after giving a written notice to the Client in 30 (thirty) calendar days. If the Client does not agree with the changed amounts of payments for the Services, the Client has the opportunity to use the right provided for in clause 8.6 of the General Part.

6. Liability of the Parties

- 6.1. Direct property damage (direct losses) incurred by the Client, as well as damage (losses) to a natural person caused through the fault of the Bureau, in case of the failure to fulfil the contractual obligations by the Bureau and in the case of a direct causal connection between the damage (losses) and failure of the Bureau to fulfil its contractual obligations, the Bureau compensates

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the appeal of the Client to the Bureau under the terms of the general civil liability insurance contract of the Bureau in force at the time. However, if the amount of civil liability of the Bureau in relation to each Object cannot exceed than the amount of liability provided for a specific insured event in the civil liability insurance contract of the Bureau valid at the relevant time, but in all cases not exceeding the maximum amount of the civil liability of the Bureau specified in the Special Part “Financial data”. Civil liability of the Bureau is possible only in case of fault of the Bureau. The Bureau does not in any case compensate for indirect damage (losses), including lost income. The maximum amount of civil liability of the Bureau in relation to each Object is determined in the Special Part “Financial data” individually, after agreeing the specific amount of liability with the Client. The Special Part “Financial data” specifies the maximum civil liability of the Bureau, determined by the free will of the Parties, taking into account the possible maximum losses that both Parties expected or could reasonably foresee at the time of the conclusion of the Agreement, as the likely consequences of non-fulfilment or improper fulfilment of the obligations of the Bureau arising from the Agreement. When concluding the Agreement, the Client assumes all risk for damage (losses) exceeding the amount of liability provided for in the Special Part and for possible indirect losses (including lost income).

- 6.2. The reasons for the theft of material values from the Object, destroyed or damaged property, etc., and the amount of damage (losses) are determined by the joint commission representing the Parties to the Agreement. Representatives of the insurance company of the Bureau, which insures the civil liability of the Bureau, have the right to participate in the commission. After the commission determines the terms of the civil liability of the Bureau, provided for in Clause 6.1 of the General Part, including fault, direct property damage (direct losses), the Client shall be compensated under the terms of the general civil liability insurance contract of the Bureau, but not in a larger amount than provided for in the Special Part.
- 6.3. If the Client recovers the lost property (and/or when the responsible person compensates for the damage (losses)), the Client returns to the Bureau the amount of money paid to the Client for the damage (losses) by the Bureau or the Insurance Company of the Bureau or other property, if the damage (loss) was not compensated in money.
- 6.4. If the person responsible for an event, crime or other violation is identified, as a result of which the Client or third parties incurred damage (loss), the Client applies directly to the responsible person for compensation of damage (loss). In this case, the Bureau has no obligation to compensate for damages (losses).
- 6.5. A Party is released from liability for non-fulfilment of the Agreement if the Agreement is not fulfilled due to circumstances of force majeure (Force Majeure). When determining the circumstances of force majeure, the criteria and procedure established in the legal acts of the Republic of Lithuania are applied:
 - 6.5.1. A Party that cannot fulfil its obligations due to circumstances of force majeure must immediately notify the other Party by phone or e-mail, and then by registered letter, of the occurrence of circumstances of force majeure and their influence on the execution and/or termination of the Agreement;
 - 6.5.2. A Party that failed to notify the other Party of the circumstances of force majeure cannot rely on them as a basis for release from liability for non-fulfilment of the Agreement.
 - 6.5.3. after the end of the circumstances of force majeure, the Parties shall immediately begin or continue the performance of their obligations.
If the reason for non-fulfilment of obligations due to the circumstances of force majeure last for more than 2 (two) months, any of the Parties has the right to terminate the Agreement from the date specified in the notice of termination of the Agreement.
- 6.6. The Bureau does not assume responsibility and does not compensate the Client or third parties for damage (losses) (if only a part of the damage (losses) occurred due to the reasons discussed below - this part is not compensated):
 - 6.6.1. if after receiving the notification of the Bureau about the alarm system activation signal received by the MCC of the Bureau and/or the violation observed by the Video Surveillance System, the Client or his responsible person refused to come to the Object or in case of failure to contact them in the manner specified in the Rules, or if they did not arrive within the time specified in the Rules and did not order additional services (request to be on duty at the Object for the agreed time);
 - 6.6.2. if, during the provision of Services, it is established in the Special Part that the Client is not informed about the inspection of the Object and this had an impact on the occurrence of damage (losses);
 - 6.6.3. if the Bureau did not receive the alarm system activation signal and/or video surveillance system data to the MCC of the Bureau on time due to disruption, failure or damage to the power grid, Internet and/or telephone and other signal transmission lines;
 - 6.6.4. if the MCC of the Bureau did not receive the alarm system activation signal and/or video surveillance system data from the Object without the fault of the Bureau;
 - 6.6.5. if the Client did not immediately notify the Bureau about observed violations of the perimeter of the Object, signs of

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- break-in, theft or other events that may result in the contractual liability of the Bureau;
- 6.6.6. if the Client carried out economic activities at the scene of the incident, performed other actions with material values, money, accounting documents or evidence, traces of the event (except for such activities that do not have any influence on the determination and/or clarification of the circumstances of the event and/or the amount of damage) until the arrival of the representative of the Bureau;
 - 6.6.7. if the damage (losses) occurred and/or increased due to the fact that the Client did not notify the Bureau about the observed malfunctions of the Alarm System and/or Video Surveillance System or improperly operated the Alarm System and/or Video Surveillance System;
 - 6.6.8. if the damage (losses) occurred and/or increased due to the fact that the Client provided false, inaccurate data to the Bureau in accordance with the Agreement, necessary for the execution of the Agreement;
 - 6.6.9. if the damage (losses) occurred and/or increased due to the fact that the Client did not comply with the written instructions or recommendations of the Bureau regarding the elimination of the defects of the Object from the point of view of protection or did not fulfil the mandatory conditions;
 - 6.6.10. if the damage (loss) occurred and/or increased due to the actions or inaction of the Client, his responsible persons or other persons used by the Client;
 - 6.6.11. if the damage (loss) occurred and/or increased due to the fact that the Client kept money, valuables (gems, precious metals, products thereof or their scrap, etc.), firearms, other items that are required by the law to be stored in a safe (a metal lockable box that has a complex locking mechanism or coded lock, is resistant to mechanical damage, fire, reliably fixed to the floor or wall, the door of which does not come out after cutting the latches and which basically , meets the standards of safes for the storage of this type of property) are stored in and timely it; did not ensure that safe keys, unlocking passwords or other means are securely stored and kept in a place unknown to third parties;
 - 6.6.12. if the damage (loss) occurred and/or increased because the Client did not take all necessary measures to prevent or reduce the damage (loss) after the event;
 - 6.6.13. if the damage (loss) occurred due to damage, destruction or theft of computer data in various media, other documents, regardless of their expression method or form;
 - 6.6.14. if there are no signs of an external break-in to the Object, which manifests itself as a violation of the external perimeter of the Object (broken, damaged windows, doors, locks, walls, ceiling, floor, roof, blinds, etc.);
 - 6.6.15. if the damage (losses) occurred and/or increased due to the fact that the Client did not fulfil or improperly fulfilled other obligations assumed under the Agreement;
 - 6.6.16. if the event that caused the damage (losses) occurred at the time when the limitation clause of the obligations and liability of the Bureau, provided for in Clause 3.1.2 of the General Part, was applied;
 - 6.6.17. if the event that caused the damage (losses) occurred at a time when the rapid response crew of the Bureau (hereinafter referred to as the RRC) was not sent to the Object due to the conditions stipulated in the Rules;
 - 6.6.18. if personal property of the employees of the Client is stolen, damaged or otherwise lost - this provision is valid when the Client is a legal entity or other economic operator and the monitored signals (messages) and/or video surveillance system data are received from the Object, which is located at the place of activity of the legal entity or other economic operator;
 - 6.6.19. if the Client has submitted a claim for damages (losses) to the Bureau later than within 90 (ninety) calendar days from the date of the event. Verbal claims are considered void;
 - 6.6.20. when responding according to the procedure established in the Rules, arriving at the Object was impossible or difficult due to unforeseen obstacles (snowy, flooded, washed out, sticky, blocked by trees or other objects; other factors: ongoing road repair works, blocked road due to ongoing events, traffic restrictions, due to intensive traffic, car accidents, etc.);
 - 6.6.21. if the persons who possibly committed illegal acts left the Object earlier than the expected time of arrival of the RTT of the Bureau at the Object provided for in the Special Part and this can be determined based on the data of the Alarm System and/or Video Surveillance System or other circumstances;
 - 6.6.22. if within 30 (thirty) minutes from the moment a possible violation of the external perimeter of the Object was observed, none of the responsible persons arrived and the Client did not submit a request to be on duty at the Object for the agreed time;
 - 6.6.23. any consequential loss, including loss of income;
 - 6.6.24. for violations of the external perimeter of the Object (broken, damaged windows, doors, locks, walls, ceiling, floor, roof, blinds, etc.);
 - 6.6.25. if the Client did not ensure the proper operation of the Video Surveillance System and the quality of the Video System data

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- (including, but not limited to, did not remove obstacles blocking the video cameras and other parts of the Video Surveillance System, did not ensure proper lighting, etc.) and this led to deficiencies in the Video System data quality, due to which it became objectively impossible to notice and record a possible violation on time;
- 6.6.26. in all cases where the Services provided for in the Rules for the Provision of Video Surveillance Services are provided to the Client, unless otherwise provided for in the Special Part;
- 6.6.27. for non-compliance with the requirements specified in the Video Surveillance System and legal acts, protecting the individual's right to privacy, as well as establishing the requirements for processing personal data, and/or any resulting damage (losses) and their compensation. All responsibility for the use of video surveillance systems and for the processing of personal data rests with the Client.
- 6.7. The Bureau also does not compensate damages (losses) to a natural person:
- 6.7.1. if the injured person suffered a slight health disturbance;
- 6.7.2. if the court or other competent authority found its fault in the act of the injury, or if the aforementioned person intentionally or negligently provoked the event that caused the injury.
- 6.8. In case of violation of Clauses 3.3.4, 3.3.6, 3.4, 4.1, 5.5 or 8.9 of the General Part, it is considered that a fundamental breach of the Agreement has been committed.

7. Validity, suspension, termination of the Agreement, procedure on settlement of disputes

- 7.1. The Agreement enters into force and is valid for the period provided for in the Special part "Object data". If the Agreement has a fixed term and the Client does not notify the Bureau in 2 (two) months before the expiry of the term of the Agreement that he does not intend to extend the Agreement, the Agreement is automatically extended for a period of one year. The number of such extensions is unlimited.
- 7.2. The Agreement may be terminated:
- 7.2.1. Upon agreement of the Parties;
- 7.2.2. Upon the initiative of either Party, by giving a notice to the other Party not later than in 2 (two) month. However, the Client unilaterally, in the absence of the fault of the Bureau, when terminating the fixed-term Agreement, must return to the Bureau all discounts granted during the term of the Agreement.
The payments provided for in this clause shall not be made if the Agreement has been automatically extended in accordance with Clause 7.1 of the General Part;
- 7.2.3. The Bureau has the right to unilaterally terminate the Agreement, after giving a written notice or e-mail to the Client in 15 (fifteen) calendar days, if the Client does not pay for the Services on time, violates other material terms and conditions of the Agreement after the Bureau has made a written claim to the Client regarding the performance of the Agreement, and the latter did not eliminate the deficiencies within a reasonable time. The Client remains obliged to pay all discounts granted during the term of the Agreement, except if the Agreement was automatically extended in accordance with Clause 7.1 of the General Part;
- 7.2.4. The Client has the right to unilaterally terminate the Agreement by giving a written notice to the Bureau of the termination of the Agreement in 15 (fifteen) calendar days, if the Bureau does not fulfil or improperly fulfils the obligations provided for in the Agreement, after the Client has submitted a written claim to the Bureau regarding the execution of the Agreement, and the latter did not eliminate the deficiencies within a reasonable time. In this case, the Client must settle with the Bureau for the Services provided by the date of termination of the Agreement;
- 7.2.5. By notifying in the ways provided for in the Agreement, the Bureau has the right to immediately terminate the Agreement, if there is a dispute regarding the management of the Object or the legal owner and/or manager of the Object (not the Client) (including those that appeared after the conclusion of the Agreement), and submit to the Bureau a reasonable claim for termination of the Services in the relevant Object. Upon termination of the Agreement in this case, the Client returns the equipment to the Bureau or creates the conditions for the equipment to be picked up in accordance with the procedure set forth in the Agreement, pays for the Services provided before the termination of the Agreement and returns the discounts granted during the term of the Agreement, except if the Agreement was automatically extended in accordance with Clause 7.1 of the General Part.
- 7.3. The Party to the Agreement, which has terminated the Agreement without complying with the terms of giving a notice of termination of the Agreement (or non-intention to extend the Agreement) provided for in the General Part, must compensate the other Party for the Services provided up to the date of termination of the Agreement and return all discounts granted during the

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term of the Agreement.

- 7.4. If the Client, through no fault of the Bureau, terminates the Agreement before the end of 2 (two) years of validity of the Agreement (unless the Special Part provides for a different term for applying the discount), the Client undertakes to return all discounts granted during the term of the Agreement upon termination thereof. If the Agreement is terminated through no fault of the Bureau after 2 (two) years of validity of the Agreement, the return of discounts provided for in this point shall not be applied.
- 7.5. The Client has the right to temporarily suspend the Agreement for a period not exceeding 3 (three) months for the fee provided for in the Special Part (calculated in the case of each suspension). The Client has the right to use suspension of the Agreement no more than 2 (two) times during 1 (one) year of validity of the Agreement. During the suspension of the Agreement, the Client is still obliged to pay (one joint invoice for the entire period of suspension) for the lease of the Alarm System and/or Video Surveillance System equipment provided by the Bureau (if it was leased) and communication services (granted discounts are not included). In the event of suspension of the Agreement, the terms for calculating discounts are not extended. Suspension of the Agreement is determined in an agreement/report concluded separately between the Parties.
- 7.6. The Bureau can immediately terminate the Agreement by unilateral written notification when the Client stops managing the monitored Object or the conditions provided for in Clause 7.2.5 of the General Section occur.
- 7.7. All disputes arising between the Parties regarding the performance of the Agreement, compensation for damage (losses) or other circumstances shall be settled by way of negotiations in accordance with the procedure established in the Agreement. If the Parties fail to reach an agreement within three months, the disputes are finally settled in accordance with the procedure established by the laws and other legal acts of the Republic of Lithuania in the courts of the Republic of Lithuania according to the place of registration of the Bureau (territorial jurisdiction).

8. Final provisions

- 8.1. All notices, requests, other documents or correspondence related to the Agreement are submitted to the representatives of the other Party in person and against acknowledgement of signature or sent by e-mail, registered or ordinary mail to the addresses of each Party specified in the Agreement.
- 8.2. The Bureau processes the personal data (name, surname, contact information) of the Client (natural person) and the responsible persons specified by the Client to the Bureau for the purpose of execution of the Agreement. To the extent within the discretion of the Bureau, the Bureau shall maintain adequate protection of personal data as required by law. The Client has the right at any time, after submitting a request to the Bureau, to get acquainted with the personal data processed by the Bureau and how they are processed, and in specific cases to demand: delete, object to data processing, demand transfer, limit the processing of personal data, correct incorrect, incomplete, inaccurate personal data. The Client can exercise his rights by contacting the Bureau in one of the following ways: 1) sending e-mail to the e-mail address of the Bureau and (or) by submitting a written request to the Bureau at the registered address. The Bureau undertakes to respond to such a request within 1 (one) month. The Client has the right to submit a complaint to the State Data Protection Inspectorate if he believes that the Bureau processes the personal data of the Client inappropriately. The Client confirms that before concluding the Agreement, he has read the Privacy and Personal Data Processing Policy of the Bureau, published on the website of the Bureau. The provisions of this point apply when the Client is a natural person.
- 8.3. For the purposes of performance of the Agreement, the Parties process the personal data of contact employees and other authorized persons of each other, i.e. name, position, phone number, e-mail address. The Parties have a legitimate interest in processing such personal data of the employees of the other Party and other authorized persons in order to properly cooperate and fulfil the Agreement. When processing personal data, the Parties ensure appropriate organizational and technical data protection measures. The Parties undertake to inform their respective employees and other authorized persons about the transfer of their personal data to the other Party and to explain the purpose of the transfer, the legal basis, the scope of the transferred data, as well as to inform the employees and other authorized persons of their rights to access their personal data processed by the other Party, the right to object to the processing of personal data, the right to correct incorrect, incomplete, inaccurate personal data, the right to demand the restriction, except for storage, of the processing of personal data, the right to file a complaint to the State Data Protection Inspectorate, if an employee or other authorized person believes that the other Party is improperly processing his/her personal data. The employees and other authorized persons of the other Party may exercise their rights by contacting the corresponding Party at the registered office addresses or e-mails specified in the Agreement. The Parties undertake to respond to such a request of the employee of the other Party within 1 (one) month. At the request of the Party, the other Party shall provide evidence that it has informed its employees about the transfer of their data to the other Party of the

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Agreement and about the rights the employees have, as specified in this clause. The provisions of this point apply when the Client is a legal entity.

- 8.4. The other Party must be immediately informed of a change in the address of the Party, otherwise all notices sent to the old address will be deemed to have been properly sent. Failure to report changes in contact details is also a basis for limiting the liability of the Bureau under the Agreement.
- 8.5. The Parties undertake to inform each other of events or circumstances not foreseen in the Agreement, which may affect the execution of the Agreement.
- 8.6. The Agreement, including the Rules and the Special Part, may be amended or supplemented by a separate written agreement of the Parties, which will be considered an integral part of the Agreement. However, while improving the provision of Services and/or taking into account the changes in the law, the requests of state institutions, courts, etc. clarifications, instructions and/or changes in the terms of the civil liability insurance agreement of the Bureau and other circumstances important for the execution of the Agreement, the Bureau has the right to unilaterally change the provisions of the Agreement. The Bureau sends the changes to the Agreement in the same way as the invoices for the Services or in another way chosen by the Bureau, not later than in 30 (thirty) calendar days before the expected changes take effect and if the Client does not express written objections to the changes of the Agreement within the term provided for in this clause, it is considered that the Client agrees with the changes to the Agreement, and they come into force after the expiry of the term for submission of objections provided for in this clause.
- 8.7. If the Client does not agree with the changes to the Agreement submitted by the Bureau and expresses written objections to them within the term set in Clause 8.6 of the General Part, the Bureau has the right to terminate the Agreement by giving a notice to the Client not later than in 15 (fifteen) calendar days, counting from the date of the Client's warning. In this case, the Parties do not pay the fines/penalties provided for in the Agreement, and the granted discounts are not returned. The fact that the equipment of the Alarm System and/or Video Surveillance System of the Bureau or other items, etc., remain with the Client after the termination of the Agreement provided for in this point, does not mean that the Bureau continues to fulfil its contractual obligations. The Client must immediately return or enable the representatives of the Bureau to collect the equipment of the Alarm System and/or Video Surveillance System or other items handed over to the Client. If the Client does not return the equipment of the Alarm System and/or Video Surveillance System or other items, the Client, at the request of the Bureau, undertakes to pay the replacement value of the equipment specified in the Agreement within 5 (five) business days from the date of termination of the Agreement.
- 8.8. All annexes to the Agreement are integral parts of the Agreement.
- 8.9. The Client has no right to transfer the rights and obligations assumed under the Agreement to third parties without the written consent of the Bureau. The Client understands that the use of third parties by the Bureau is beneficial to the Client due to the efficiency of the execution of the Agreement, therefore the Bureau has the right at its discretion to use third parties for the provision of Services, if such use of third parties in the execution of the Agreement does not violate the legal acts applicable to the Bureau, and also if these third parties have all permits and licenses established by laws and other legal acts, which are necessary to provide the Services. During the execution of the Agreement, the Bureau is not obliged to inform the Client about the use of third parties or cooperation with third parties. In all cases, the Bureau is liable to the Client for the third parties used under the conditions and procedure specified in the Agreement.
- 8.10. The Agreement and all accompanying documents are considered concluded and valid from the date indicated in the Special Part, if the Special Part is signed, including an electronic signature, by the authorized representatives of the Parties and the Parties exchange original or scanned, photographed copies by e-mail.