



Notice of the General Meeting of Shareholders

3 October 2025

General Meeting of Shareholders of AB “Ignitis grupė”

On 3 October 2025, the Management Board of AB “Ignitis grupė” (hereinafter – the Group or AB “Ignitis grupė”), company code: 301844044, registered office address: Laisvės Ave. 10, Vilnius, decided to convene the General Meeting of Shareholders (hereinafter – GM) to be held on:

24 October 2025, 9:00 (Vilnius time) at

Business Garden Vilnius verslo centras, Laisvės Ave. 10, Vilnius, LT-04215

Registration starts at 8:00 and closes at 8:45 (Vilnius time)

GM agenda and proposed resolutions are as follows:

No.	Item	Proposed resolution	Supplementary information
1.	Election of the Supervisory Board of AB “Ignitis grupė” for a new term.	1.1. To elect the following members to the Supervisory Board of AB “Ignitis grupė” for a term of 4 (four) years: <ul style="list-style-type: none">- Alfonso Maximiliano Faubel Frauendorff- Aušra Vičkačienė- Ingrida Muckutė- Lina Liubauskaitė- Lorraine Mary Wrafter- Sian Lloyd Rees- Timothy Guy Brooks.	Annexes 1–2
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		1.2. To establish that the newly elected members of AB “Ignitis grupė” Supervisory Board shall commence their activities on the date of registration of AB “Ignitis grupė” Articles of Association, as amended by the resolution of the General Meeting of Shareholders of AB “Ignitis grupė” on 7 May 2025.	-
		1.3. To approve the terms and conditions of the non-disclosure agreement with the members of the Supervisory Board of AB “Ignitis grupė”.	Annex 3
		1.4. To approve the terms and conditions of the agreement on the activities of a member of the Supervisory Board of AB “Ignitis grupė”.	Annex 4
		1.5. To determine a fixed remuneration per calendar month for the newly elected members of the Supervisory Board of AB “Ignitis grupė” for their activities in the Supervisory Board of AB “Ignitis grupė”:	-

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- EUR 4,070 (before tax) for an independent member;
 - EUR 3,390 (before tax) for a civil servant;
 - EUR 6,780 (before tax) if an independent member is elected as Chair of the Supervisory Board, during the term of office as Chair;
 - EUR 500 (before tax) additionally for activities in a Supervisory Board committee (but not more than for activities in two committees);
 - EUR 1,000 (before tax) if a member, excluding the Chair of the Supervisory Board, is elected as Chair of a Supervisory Board committee, during the term of office as Chair.
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1.6. To authorise the CEO of AB “Ignitis grupė” (with the right to sub-authorise) to sign agreements on the activities of a member of the Supervisory Board of AB “Ignitis grupė” and non-disclosure agreements with the newly elected members of the Supervisory Board of AB “Ignitis grupė” and to take the necessary actions to register the members of the Supervisory Board in the Register of Legal Entities.

Share capital and voting rights

The Group's share capital is EUR 1,616,445,476.80, divided into 72,388,960 ordinary registered shares with a nominal value of EUR 22.33 per share. Each share carries one vote.

Supplementing the agenda

The agenda for the GM of the Group may be supplemented at the initiative of shareholders whose shares held in the Group carry at least 1/20 of all votes at the GM of the Group. The proposal to supplement the agenda of the respective GM shall be accompanied by draft resolutions or, where no resolutions have to be passed, by explanations on each proposed agenda item for the GM. The agenda shall be supplemented if the proposal is received no later than 10 October 2025.

Shareholders whose shares held in the Group carry at least 1/20 of all votes at the GM shall have the right to propose, at any time before or during the GM of the Group, new draft resolutions on issues that are included or will be included in the agendas of the GM of the Group.

Proposals on the supplementation of the respective agenda or relevant draft resolutions shall be submitted in writing to the Group, Laisvės Ave. 10, Vilnius, or by e-mail IR@ignitis.lt.

Record date of attendance and voting rights

The Group notes that the right to participate in the GM shall be granted to those persons who are shareholders of the Group at the end of GM record date, i.e. at the end of 17 October 2025. The ex-date, from which the Group's ordinary registered shares purchased on the stock exchange with the T+2 settlement cycle does not grant the right to participate in the GM, is 16 October 2025.

Furthermore, attendance at the GM is at the discretion of the shareholder.

Voting

A shareholder or shareholder's authorised representative who is unable to attend the GM may vote in writing in advance (by filling in and submitting the general ballot paper).

Obtaining a general ballot paper

- It may be downloaded from the Group's website: www.ignitisgrupe.lt, or
- Upon a written request, the Group shall send a general ballot paper by registered mail or deliver it to the shareholder with a signed acknowledgement of receipt at least 10 days prior to the GM (i.e. by 14 October 2025).

Ways of submitting a general ballot paper

- A general ballot paper, completed and signed by qualified electronic signature, shall be submitted by emailing IR@ignitis.lt, or
- A general ballot paper, completed and signed in wet ink signature, shall be submitted to the Group by registered mail or delivered to: AB "Ignitis grupė", Laisvės Ave. 10, Vilnius, LT-04215, Lithuania, attn. Ainė Riffel-Grinkevičienė, no later than before the GM, i.e., no later than 24 October 2025, 8:45 (Vilnius time).

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

- Detailed instructions on signing and submitting the general ballot paper to the Group are also available on the Group's website: www.ignitisgrupe.lt.

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

Voting under the power of attorney

Persons shall have the right to vote under the power of attorney in the GM. The power of attorney shall state in a written document that one person (the principal) grants to another person (the authorised representative) the right to represent the principal in establishing and maintaining relation with third parties:

- An authorisation to perform actions on behalf of a natural person that pertain to legal entities must be notarised unless it is issued via information technology means and registered in the Register of Powers of Attorney.
- Shareholders entitled to attend the GM shall have the right to authorise a natural person or a legal entity using electronic means of communication to attend and vote on their behalf at an GM. Such authorisation does not need to be notarised. The Group shall acknowledge authorisation granted by electronic means of communication only if the shareholder signs it by electronic signature generated by safe software and certified by a qualified certificate applicable in the Republic of Lithuania, i.e., if the security of the conveyed information is ensured and the identity of the shareholder can be established.

The shareholder must notify the Group in writing about granted authorisation by electronic means of communication.

A power of attorney issued abroad must be legalized or certified with an apostille and translated into Lithuanian, in accordance with the procedure established by law. The Group does not establish a special form of power of attorney. Authorised representatives must hold the power of attorney as provided by law, which must be submitted before the GM.

The authorised representative shall enjoy the same rights in the convened GM as the represented shareholder would.

Shareholders' questions

Any shareholder of the Group may submit questions related to the agenda of the GM of the Group. Such questions must be submitted by e-mail to IR@ignitis.lt or delivered to the Group, Laisvės Ave. 10, Vilnius, Lithuania, attn. Ainė Riffel-Grinkevičienė no later than 3 working days before the GM (or by 21 October 2025 inclusive).

After receiving the questions, the answers will be provided to the Group's shareholders in accordance with the procedure established by the Law on Companies of the Republic of Lithuania, i.e., at the same time for all shareholders of the Group prior to the GM in the form of questions and answers on the Group's website: www.ignitisgrupe.lt.

The Group may refuse to present answers to the questions submitted by a shareholder if they are related to the Group's commercial/industrial secret or confidential information and must inform the shareholder thereof unless the shareholder who has submitted the question cannot be identified.

Webcast

The GM will not be webcasted.

Language

The GM will be conducted in Lithuanian.

Available information

Information and documents related to the GM are publicly available on the Group's website: www.ignitisgrupe.lt and on the [Nasdaq Vilnius](#), [London](#), and [Luxembourg](#) stock exchanges.

Other information

The Group's CEO, members of the Management Board and members of the Supervisory Board are entitled to attend and speak at the GM.

During the GM on 24 October 2025, participation and voting will not be conducted through electronic means of communication.

Annex 1. Information on the selection of the Supervisory Board and the candidates

The Supervisory Board is a collegial body of AB “Ignitis grupė” whose main areas of competence include oversight of the activities of AB “Ignitis grupė” group of companies, approval of the strategy, as well as analysis and monitoring of its implementation. The Supervisory Board will consist of 9 (nine) members, 6 (six) of whom are independent members and 3 (three) are civil servants. The term of office is 4 (four) years.

The term of office of the current Supervisory Board began on 26 October 2021 and ends on 25 October 2025.

Given that the term of the current Supervisory Board is coming to an end, on 4 July 2025, the Ministry of Finance of the Republic of Lithuania announced the selection process for independent members of the new Supervisory Board of AB “Ignitis grupė”, and on 1 August 2025, the selection process for Supervisory Board members chosen from civil servants.

On the Selection of Independent Members

The Finance Ministry informed that the selection was carried out in accordance with the Description of the Procedure for the Selection of Candidates for a Collegial Supervisory or Management Body of a State or Municipal Enterprise, a State-Owned or Municipally-Owned Company or its Subsidiary, as approved by Resolution No. 631 of the Government of the Republic of Lithuania of 17 June 2015 “On the Approval of the Description of the Procedure for the Selection of Candidates for a Collegial Supervisory or Management Body of a State or Municipal Enterprise, a State-Owned or Municipally-Owned Company or its Subsidiary” (hereinafter – the Selection Description).

Candidates were required to meet general, special, and independence requirements.

47 candidates participated in the selection process. In accordance with the requirements set out in the Selection Description, the selection agency UAB “Pedersen & Partners” assessed the candidates’ compliance with the general, special, and independence requirements set for the positions of independent members of the Supervisory Board and proposed a shortlist for 6 (six) competency areas to the Commission for the Selection of Candidates for the Positions of Independent Members of the Supervisory Board of AB “Ignitis grupė”, which was established by Order No. 1K-202 of the Minister of Finance of the Republic of Lithuania of 13 August 2025 “On the Formation of the Commission for the Selection of Candidates for AB “Ignitis grupė” Supervisory Board” (hereinafter – the Selection Commission). The Selection Commission then conducted interviews after assessing the candidates’ compliance with the requirements.

Having assessed each candidate’s suitability for the position of Supervisory Board member, the Selection Commission decided on 9 September 2025 to recognise the following individuals as successful candidates for independent members of the Supervisory Board of AB “Ignitis grupė”:

- Alfonso Maximiliano Faubel Frauendorff (Renewable Energy);
- Lorraine Mary Wrafter (Organisational Development);
- Sian Lloyd Rees (Risk Oversight);
- Timothy Guy Brooks (Sustainability and ESG, including HSE).

Also, the Ministry of Finance informed that background checks on the remaining two independent candidates are currently underway. The full composition of the Supervisory Board of AB “Ignitis grupė” is expected to be approved at the General Meeting of Shareholders on 24 October.

On the Appointment of Civil Servants

The Ministry of Finance informed that the appointment was carried out in accordance with the Selection Description and the Guidelines on Procedures for the Appointment of Persons to the Supervisory or Management Body of a Company, as approved by Order No. 1K-45 of the Minister of Finance of the Republic of Lithuania of 14 February 2022 “On the Approval of the Guidelines on Procedures for the Appointment of Persons to the Supervisory or Management Body of a Company” (hereinafter – Appointment Guidelines).

Candidates were required to meet general and special requirements.

8 candidates participated in the appointment process. In accordance with the Selection Description and the Appointment Guidelines, the Commission for the Appointment of Candidates to the Supervisory Board of AB “Ignitis grupė”, which was established by Order No. 1K-203 of the Minister of Finance of the Republic of Lithuania of 14 August 2025 “On the Establishment of the Commission for the Appointment of Candidates to the Supervisory Board of AB “Ignitis grupė” (hereinafter – the Appointment Commission), compiled a shortlist of candidates for three competency areas and assessed the candidates’ compliance with the requirements. The Appointment Commission then conducted interviews after assessing the candidates’ compliance with the requirements.

Having assessed each candidate’s suitability for the position of Supervisory Board member, the Appointment Commission decided on 8 September 2025 to recognise the following civil servants as successful candidates for the positions of members of the Supervisory Board of AB “Ignitis grupė”:

- Aušra Vičkačkienė (Public Policy and Governance);
- Lina Liubauskaitė (Regulatory);
- Ingrida Muckutė (Accounting and Audit).

The Selection Commission or the Appointment Commission assessed all candidates for compliance with the published general, independence (where applicable), and special requirements. The selected candidates met the set requirements.

All candidates have submitted written candidate applications (consents) to participate in the selection or appointment process for Supervisory Board members and declarations of good faith (declarations of candidates’ conflicts of interest) to the Selection Commission or the Appointment Commission respectively.

In accordance with the requirements of the Law on the Prevention of Corruption of the Republic of Lithuania, law enforcement, control and other relevant institutions carried out background checks on all candidates. No information was received that would raise reasonable doubts about their suitability for the positions of Supervisory Board members.

On Gender Balance

The selection process for members of the Supervisory Board of AB “Ignitis grupė” was subject to the Law on Equal Opportunities for Women and Men of the Republic of Lithuania, which stipulates that:

- as a large company, AB “Ignitis grupė” must take measures to ensure that persons of the underrepresented gender occupy at least 33% (but not more than 49%) of AB “Ignitis grupė” CEO, Management Board member and Supervisory Board member positions at AB “Ignitis grupė” management and supervisory bodies;
- candidates for CEO, management board or supervisory board member positions in large companies must meet the requirements and criteria established during the selection, based on which each candidate’s qualifications will be comparatively assessed;
- if, during the selection process, candidates are equally qualified, suitable for the position, and have comparable competencies and professional achievements, preference will be given to a candidate of the

underrepresented gender within a large company. Exceptions apply if, for example, in implementing diversity policies, an objective assessment – based on non-discriminatory criteria and considering the specific situation of a candidate of the other gender – results in a more favourable evaluation for that candidate;

- actions of large companies shall be considered as violating the equal rights of women and men if these companies, on the basis of the person's gender: 1) do not set requirements and criteria applicable to candidates seeking to occupy a certain position or do not follow the established requirements and criteria when carrying out the procedures for the selection of candidates for CEO, management board or supervisory board member positions in a large company; 2) fail to take measures to ensure that persons of the underrepresented gender occupy at least 33% (but not more than 49%) of CEO, management board member and supervisory board member positions in management or supervisory bodies in a large company.

In view of this, it should be noted that, in implementing the aforementioned regulation, requirements were set for candidates for AB "Ignitis grupė" Supervisory Board and a comparative assessment of each candidate's qualifications was carried out in accordance with the established requirements. Measures were also taken to attract persons of the underrepresented gender to participate in the selection for AB "Ignitis grupė" Supervisory Board. The selection procedure did not require giving preference to candidates of the underrepresented gender.

Considering the above and the fact that according to Article 31(3) of the Law on Companies of the Republic of Lithuania and Article 19.3 of the Articles of Association of AB "Ignitis grupė", the General Meeting of Shareholders has the competence to elect and remove individual members of the Supervisory Board or the entire Supervisory Board, it is proposed to elect the following individuals as members of the Supervisory Board for a new 4-year term:

- Alfonso Maximiliano Faubel Frauendorff (Renewable Energy);
- Aušra Vičkačkienė (Public Policy and Governance);
- Ingrida Muckutė (Accounting and Audit);
- Lina Liubauskaitė (Regulatory);
- Lorraine Mary Wrafter (Organisational Development);
- Sian Lloyd Rees (Risk Oversight);
- Timothy Guy Brooks (Sustainability and ESG, including HSE).

Detailed information on the candidates is provided as Annex 2.

It should be noted that, in accordance with the Description of the Guidelines on Corporate Governance of the State-Owned Group of Energy Companies, as approved by Order No. 1K-205 of the Minister of Finance of the Republic of Lithuania on 7 June 2013 (version of the Order No. 1K-85 of the Minister of Finance of the Republic of Lithuania of 14 April 2025), the aim was to ensure that at least one-third of the members of AB "Ignitis grupė" Supervisory Board would continue their work in the body elected for a new term. Candidates Alfonso Faubel, Lorraine Wrafter, Sian Lloyd Rees, Tim Brooks, Aušra Vičkačkienė and Ingrida Muckutė hold positions as members of the current Supervisory Board of AB "Ignitis grupė".

Pursuant to Article 31(10) of the Law on Companies, the newly elected members of AB "Ignitis grupė" Supervisory Board will commence their activities on the date of registration of AB "Ignitis grupė" Articles of Association, as amended by the resolution of AB "Ignitis grupė" General Meeting of Shareholders on 7 May 2025.

On remuneration

We inform that it is proposed to determine a fixed remuneration per calendar month for the newly elected members of the Supervisory Board as stipulated in the updated Remuneration Policy of AB “Ignitis grupė” group of companies, which was approved by a resolution of the General Meeting of Shareholders of AB “Ignitis grupė” on 7 May 2025:

- EUR 4,070 (four thousand seventy euros) before tax for an independent member;
- EUR 6,780 (six thousand seven hundred eighty euros) before tax if an independent member is elected as Chair of the Supervisory Board, during as the terms of office as Chair;
- EUR 3,390 (three thousand three hundred ninety euros) before tax for a civil servant who serves as a member of the Supervisory Board;
- EUR 500 (five hundred euros) before tax additionally for activities in a Supervisory Board committee (but not more than for activities in two committees);
- EUR 1,000 (one thousand euros) before tax if a member, excluding the Chair of the Supervisory Board, is elected as Chair of a Supervisory Board committee, during the term of office as Chair.

Additionally, in accordance with Article 27 of AB “Ignitis grupė” Articles of Association, AB “Ignitis grupė” will enter into agreements on the activities of a member of the Supervisory Board and non-disclosure agreements with the members of the Supervisory Board. It is proposed that the General Meeting of Shareholders approve the terms and conditions of these agreements (Annexes 3–4).

Annex 2. Information on candidates and their interests



Alfonso Maximiliano Faubel Frauendorff

Alfonso Faubel has held executive responsibilities in Siemens Gamesa, Alstom/GE (which are leading players in the global wind power & energy markets) and Delphi Automotive. As CEO he has led the turnaround and integration of Siemens Gamesa, secured key target projects for over EUR12 billion in new orders across Alstom/GE's power businesses, and earlier opened 16 new markets worldwide for their wind power business. Alfonso Faubel is an executive with a career that spans 36 years and five continents in automotive, digitalization and energy industries and is valued for his skills in business turnaround, improving operational excellence, working with teams in different cultural environments on assignments worldwide.

Competency Renewable Energy

Education University of Cologne, Business Administration & Economics
Richmond American University London, Bachelor's degree in Business Administration
INSEAD, Executive Education

Experience

- 2024 - Director of the Board - JERA Nex
- 2021 - Chairman of the Supervisory Board, AB "Ignitis grupė"
- 2019 - 2020 CEO Onshore - Siemens Gamesa
- 2017 - 2019 President Europe & Chief Revenue Officer · Energy - Sentient Science
- 2015 - 2016 Senior Vice President Sales & Marketing - General Electric
- 2024 - 2016 Senior Vice President Sales & Marketing - Alstom
- 2009 - 2014 Senior Vice President Wind - Alstom
- 2005 - 2009 Divisional Vice President & Europe Managing Director – Delphi
- 2002 - 2005 European CFO - Delphi
- 2000 - 2001 Global Manufacturing Finance Manager - Delphi
- 1999 - 2000 Plant Comptroller - Delphi
- 1998 - 1999 M&A Manager - Delphi
- 1996- 1998 Senior Business Analyst - Delphi
- 1992 - 1996 International Business Analyst - Gruppo Exen
- 1990 - 1992 Senior Consultant - Accenture
- 1988 - 1989 Assistant Sales Manager - Ferrex International

Shareholding in AB "Ignitis grupė" None



Aušra Vičkačkienė

Aušra Vičkačkienė has more than 20 years of experience in civil service. For the last 18 years she has been the Director of the State Assets Management Department of the Ministry of Finance, earlier she was the Head of the Financial Services Division of the Financial Markets Department of the Ministry, and the Head of the Loan and Guarantee Supervision Division. Moreover, Aušra has served on management boards of several state-owned enterprises: Būsto Paskolų Draudimas UAB, SE Turto Bankas and Viešųjų Investicijų Plėtros Agentūra UAB, where she was the Chair of the Management Board.

Competency	Public Policy and Governance
Education	Vilnius University, Master's degree in Management and Business Administration Vilnius University, Bachelor's degree in Management and Business Administration
Experience	2021 - Member of the Supervisory Board, AB "Ignitis grupė" 2020 - 2023 Member of the Supervisory Board, Viešųjų investicijų valdymo agentūra UAB 2016 - 2020 Member of the Management Board, Būsto paskolų draudimas UAB 2013 - 2016 Chair of the Management Board, Viešųjų investicijų plėtros agentūra UAB 2013 - 2013 Chair of the Management Board, Visagino atominė elektrinė UAB 2008 - 2016 Member of the Management Board, SE Turto bankas 2007 - Director of the State Assets Management Department, Ministry of Finance of the Republic of Lithuania 2004-2007 Head of the Financial Services Division, Financial Market Department, Ministry of Finance of the Republic of Lithuania 1995-2004 Chief Specialist / Head of the Loan and Guarantee Supervision Division, State Debt Management Department, Ministry of Finance of the Republic of Lithuania
Shareholding in AB "Ignitis grupė"	None



Ingrida Muckutė

Ingrida Muckutė is a highly experienced accounting, reporting and financial audit regulation professional who has been working at the Ministry of Finance since 2004. She started her career at the Ministry of Finance as the Director of the Accounting Methodology Department. In 2013, during the Lithuanian Presidency of the Council of the European Union, she was chairing the Task Force on Company Law meetings on Audit Directive and Regulation. She is chairing Committees of National Accounting Standards, actively contributes to the modernisation of the national systems of accounting, companies' insolvency and property and business valuation, submits proposals on legal initiatives. Before her career at the Ministry of Finance, she worked as a financial controller at Konica Minolta Baltija and as a senior auditor in Arthur Andersen, and later in Ernst & Young Baltic.

Competency Accounting and audit

Education Vilnius University, Master's degree in Economics, Accounting, Finance and Banking
Vilnius University, Bachelor's degree in Management and Business Administration
Uppsala University, Financial Management Programme

Experience 2021 - Member of the Supervisory Board, AB "Ignitis grupė"
2018 - Member of the Audit Committee, AB "Ignitis grupė"
2013 -2013 Chair of the Task Force on Company Law on Audit
2013 -2013 Vice-Chair of the Task Force on Company Law on Accounting
2004 - Director of the Reporting, Audit, Property Valuation and Insolvency Policy
Department, Ministry of Finance of the Republic of Lithuania
2003-2004 Financial Controller, Konica Minolta Baltija UAB
1999-2003 Consultant, Arthur Andersen UAB, later Ernst&Young Baltic

**Shareholding in
AB "Ignitis grupė"** None



Lina Liubauskaitė

Lina Liubauskaitė has been working at the Office of the Government of the Republic of Lithuania for more than 27 years. For the past 6 years, she has been heading the Economic Policy Group of the Office of the Government, previously working as the Head of the Budget and EU Structural Assistance Division of the Office of the Government and the Head of the Economic Progress Division of the Policy Analysis and Reforms Department. Moreover, Lina Liubauskaitė has held positions in the collegial bodies of several state-owned enterprises: Būsto paskolų draudimas UAB, Viešųjų investicijų plėtros agentūros UAB, Žemės ūkio paskolų garantijų fondas UAB, etc.

Competency Regulatory

Education Vilnius University, Master of Law
J. W. Goethe University, LLM Master of Laws

Experience

- 2019 - Head of the Budget and EU Structural Assistance Division, Office of the Government
- 2013 - 2019 Head of the Budget and EU Structural Assistance Division, Office of the Government
- 2017 - 2023 Member of the Supervisory Board, Viešųjų investicijų plėtros agentūra UAB
- 2009 - 2013 Head of the Economic Progress Division, Department of the Policy Analysis and Reforms, Office of the Prime Minister
- 2005 - 2023 Member of the Supervisory Board, Žemės ūkio paskolų garantijų fondas UAB
- 2002 - 2005 Member of the Board of Insurance Undertaking Lietuvos eksporto ir importo draudimas UAB
- 2001 - 2002 Member of the Board, Lietuvos žemės ūkio banko taryba AB
- 2001 - 2009 Financial Advisor, Office of the Government
- 2000 - 2000 Member of the Board, Vystymo bankas UAB
- 1999 - 2000, 2005 - 2009 Member of the Board, Insurance Undertaking Būsto paskolų draudimas
- 1998 - 2002 Member of the Board, SE Lithuanian Agricultural and Food Market Regulatory Agency
- 1998 - 2000 Member of the Board, Lietuvos taupomasis bankas AB
- 1997 - 2001 Financial Advisor, Office of the Government
- 1994 - 1995 Lawyer, Biznio centras UAB

Shareholding in AB "Ignitis grupė" None



Lorraine Mary Wrafter

Lorraine is a Chartered Director certified by Institute of Directors. She is Chair of the Board of Circal, a solar + storage company operating in Ireland and USA. She is a global HR director who specialises in Organisation Effectiveness (change, culture, M&A, organisation design, reward and talent management), working with boards and executive teams to transform organisations and workforce performance to deliver business value in complex multinational organisations. Lorraine has more than 30 years of experience in big multinational corporations: CARGILL Inc. and HOLCIM. Currently she has her own business 'The Problem' and works on varied projects such as organisation transformation, culture, team performance, and coaching.

Competency	Organisational development
Education	Chartered Director Programme, Institute of Directors (IOD) - Republic of Ireland/UK Diploma in ESG, Corporate Governance Institute Executive Masters, Consultancy and Coaching for Change, INSEAD, France MSc Human Resources Management & Development, Leicester University, UK Diploma in Business Studies, Limerick University, Republic of Ireland
Experience	2025 Chair of the Board, Circal 2021 – Independent member of the Supervisory Board, AB “Ignitis grupė” 2022-2023 Non-Executive Director, Sadeem Technology 2017 - Global Board Advisor and Consultant , The Problem 2014 - 2016 M&A Integration and Global Head of Talent Director, Holcim 1987-2012 Director-Level HR and Organizational Leadership Roles, Cargill Inc.
Shareholding in AB “Ignitis grupė”	None



Sian Lloyd Rees

Sian is a top-level executive with more than 17 years of international experience in the energy sector and over 5 years of experience as a board member and a member of remuneration, nomination, audit and sustainability committees. She held top management positions at Aker ASA and Stena group companies and Halliburton Corporation. Under her leadership, a strategic business transformation was implemented: transitioning from servicing oil and gas industry to servicing offshore wind farms; the strategy for offshore wind energy expansion was developed; large-scale, technically complex projects were implemented (construction of 2.3 GW offshore wind farm in deep waters and 200 MW hydrogen production onshore). Sian Lloyd Rees has significant international experience, deep knowledge of the energy sector in the areas of strategic planning and project management, taking responsibility for digitization, initiating and supervising the implementation of ESG processes.

Competency	Risk oversight
Education	Non-Executive Director Diploma, Financial Times Postgraduate studies in Ecotoxicology, University of Aberdeen BSc (Hons) Marine Biology & Oceanography, University of Swansea
Experience	2025 - Moreld ASA, Non-executive Board member 2024- Independent member of the Supervisory Board, AB "Ignitis grupė" 2023 - Serica Energy Ltd., Non-executive Board member 2021 - 2024 Aker Horizons UK, Managing Director 2014 - 2021 Aker Solutions UK, Country Manager & SVP 2001 - 2014 Oracle Corporation UK, Head of Global Accounts & Director 2000 - 2001 PetroCosm Corporation, Director of Europe 1991 - 2000 Halliburton Corporation, responsibility for Commercial, Offshore Development Projects in target Countries 1989 - 1991 Clough Engineering / Stena Pty JV, Project Manager 1986 - 1989 Stena Offshore (UK) Ltd, Project Manager 1985 - 1986 Wharton Williams Ltd, Project Manager
Shareholding in AB "Ignitis grupė"	None



Timothy Guy Brooks

Tim is a senior executive with more than 20 years of experience in sustainable development both as a consultant and in large corporate entities. Tim is currently the Chief Sustainability Officer for Hikma plc, a global pharmaceutical company listed on the FTSE 100 index. Prior to this role he spent 12 years at the LEGO Group as the Chief Sustainability Officer and Vice President for Sustainability regularly contributing to the company's risk and compliance boards. Tim has worked with KIRKBI, the LEGO Group parent company, to support and coordinate over 700 million USD of funding for renewable energy projects resulting in construction of two offshore wind parks, and delivery of over 70MW of building and ground mounted solar PV for LEGO buildings including the largest solar project in Denmark.

Competency	Sustainability and ESG, including HSE
Education	University of Sheffield, Bachelor's degree in Environmental Geoscience Imperial College, Master's degree in Environmental Technology (Energy Policy) Cambridge University, Institute of Sustainability Leadership
Experience	2021 – Independent member of the Supervisory Board, AB "Ignitis grupė" 2024 - Chief Sustainability Officer, HIKMA Pharmaceuticals plc 2016 - 2024 Vice President, Chief Sustainability Officer. LEGO Group 2012 - 2015 Senior Director, Environmental Sustainability, LEGO Group 2011- 2012 Sustainability Programme Director, Tesco PLC 2008 - 2011 Associate Director, PRP Environmental 2007 - 2008 Senior Consultant, Greenstone Carbon Management Ltd 2001 - 2007 Senior Consultant, BRE Ltd
Shareholding in AB "Ignitis grupė"	None

Annex 3. Terms and conditions of the Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

[Company name], legal entity code [code], registered office address [address] (hereinafter referred to as the **Company**), represented by [name and surname], a person authorised by the [General Meeting of Shareholders] of the Company, acting in accordance with the decision of the [General Meeting of Shareholders] of the Company of [date], and

[Name and surname], [personal identification number or date of birth], residing at [address] (hereinafter referred to as the **Supervisory Board member**),

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

enter into the Non-Disclosure Agreement (hereinafter referred to as the **Agreement**) and agree:

1. Confidential Information

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

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

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

2. Duties of the Supervisory Board member

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

2.2. The Supervisory Board member may disclose Confidential Information to his/her advisers, assistants, members of the committees of the Supervisory Board, legal, financial, tax or other advisers without meeting the requirements of paragraph 2.1 herein for the purpose of performing the functions of the Supervisory Board member. In such a case, the Supervisory Board member must inform such persons that the disclosed information is Confidential Information, which may only be used for the lawful purposes for which it is transferred and must

ensure that the persons receiving Confidential Information ensure the confidentiality thereof. In any case, if a third party breaches the confidentiality of Confidential Information transferred to it by the Supervisory Board member, the Supervisory Board member shall be liable to the Company for the losses caused by such a breach.

2.3. Paragraph 2.2 of the Agreement shall also apply in the case where all or part of the materials related to the Supervisory Board member's activities in the Supervisory Board are, at the request of the Supervisory Board member, transferred, sent by post, email or otherwise delivered to the person(s) specified by the Supervisory Board member for the purpose of performing the functions of the Supervisory Board member.

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

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

2.6. The Supervisory Board member undertakes that he/she shall not, without the Company's prior written consent, use any third-party artificial intelligence (AI) tools, including but not limited to machine learning algorithms, natural language processing tools, or any other automated or semi-automated data analysis systems, to upload, process, analyse, or otherwise handle any Confidential Information or part thereof disclosed under this Agreement. For the purposes of this Agreement, "AI tools" means any software, platform, application or service that uses artificial intelligence technologies to process data, provide recommendations, generate content or perform any other data-related operations.

2.7. After the end of the term of office of the Supervisory Board member, Confidential Information shall not be disclosed or distributed, and the Supervisory Board member shall not have the right to retain and/or distribute any copies or duplicates of Confidential Information. After the end of the term of office of the Supervisory Board member, the obligation of non-disclosure, non-use and non-dissemination of Confidential Information shall remain in force until Confidential Information becomes public in the manner prescribed by the legislation. The Supervisory Board member must also return to the Company or destroy all documents and materials as well as any copies, duplicates and/or extracts thereof (including any media) that may contain Confidential Information within 5 (five) business days of the receipt of relevant request, but no later than the expiry of the mandate of the Supervisory Board member. In such a case, the Supervisory Board member shall not have the right to keep Confidential Information in any form. Upon written request of the Company, the Supervisory Board member must submit a written confirmation of proper performance of the duties set out in this paragraph.

2.8. The above obligations to protect Confidential Information shall not apply in respect of the Confidential Information that: (a) has become publicly known and easily available in accordance with the procedures set out by

the legislation, (b) is disclosed to a third party with a prior written consent of the Company, and (c) is disclosed in the execution of a lawful order of court or governmental authority.

3. Liability

3.1. If the Supervisory Board member breaches or fails to properly ensure the confidentiality obligation set out in this Agreement, he/she shall pay to the Company a fine of EUR 20 000 (twenty thousand euros), and, to the extent that the fine is insufficient, shall compensate the Company for any other damages resulting from the Supervisory Board member's breach of this Agreement. The amount of the fine agreed upon by the Parties shall be considered to be the minimum damages incurred in each case of the breach of the Agreement. The payment of the fine shall not relieve the Supervisory Board member of his/her obligation to continue to comply with his/her confidentiality obligations under this Agreement. The Supervisory Board member, in breach of the Agreement, shall pay the fine within 30 (thirty) calendar days from the date of the Company's written claim specifying the breach and payment details.

3.2. Termination of the Agreement shall not eliminate the right of the Company to claim a fine and/or compensation for damages and/or penalties resulting from the non-performance and/or improper performance of the Agreement.

3.3. The Supervisory Board member shall be liable for the acts or omissions of his/her affiliated company and/or representative to whom Confidential Information has been disclosed and/or communicated as if these acts or omissions were those of the Supervisory Board member in the performance of this Agreement.

3.4. If there is another agreement between the Parties relating to the protection of Confidential Information which provides liability for breaching the confidentiality obligation, then the Supervisory Board member shall not be subject to double liability, i.e., liability shall only apply under the latest agreement concluded for the same purpose between the Parties.

4. Assignment of Rights

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

5. Language and Number of Copies

5.1. This Agreement is made in Lithuanian and English, one copy for each Party. [Lithuanian / English shall prevail.]

5.2. The Agreement may be made by signing it:

5.2.1. with wet-ink (physical) signatures of the Parties. The Agreement shall be signed in as many copies as there are Parties to the Agreement, one copy for each Party;

5.2.2. with a qualified electronic signature. A single copy of the Agreement shall be signed and exchanged between the Parties by using telecommunications terminal equipment;

5.2.3. in different signature formats. The Parties shall exchange the signed copies of the Agreement using relevant means of exchange.

5.4. The Parties agree that signing the same document using different means set out in the Agreement shall be deemed to be a proper endorsement of the document with signatures and that a scanned document signed by both Parties (regardless of the method of signing) shall have the same legal effect as the original of the relevant document.

6. Final Provisions

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

6.2. The law of the Republic of Lithuania shall apply to this Agreement, its interpretation and application, as well as to any issues related to the breach, validity or invalidity of the Agreement. All disputes, disagreements or claims arising out of or in relation to this Agreement, violation, termination or validity thereof shall be settled by way of negotiation. In case the Parties fail to settle the dispute amicably within 30 (thirty) calendar days, the dispute shall be finally settled in Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. Place of the arbitration court shall be Vilnius. The number of arbitrators in the court of arbitration shall be three. The language of arbitration shall be Lithuanian. The substantive law of the Republic of Lithuania shall be applicable to the dispute.

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

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

Annex 4. Terms and conditions of the Agreement on the Activities of a Member of the Supervisory Board

TERMS AND CONDITIONS OF THE AGREEMENT ON THE ACTIVITIES OF A MEMBER OF THE SUPERVISORY BOARD

[Company name], legal entity code [code], registered office address [address] (hereinafter referred to as the Company), represented by [name and surname], a person authorised by the [General Meeting of Shareholders] of the Company, acting in accordance with the decision of the [General Meeting of Shareholders] of the Company of [date], and

[Name and surname], [personal identification number or date of birth], residing at [address] (hereinafter referred to as the Supervisory Board member),

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

WHEREAS:

(A) the Supervisory Board member has been elected to the Supervisory Board of the Company [as an independent member / a civil servant] by the decision of the General Meeting of the Shareholders of the Company of [date] [for a new four-year term of office/until the expiry of the term of office of the current Supervisory Board];

(B) the Company and the Supervisory Board member aim to establish in the Agreement the principles of activities of the Supervisory Board member, to set out the rights, obligations and liability of the Supervisory Board member for the activities in the Supervisory Board of the Company, the principles of remuneration for the activities of the Supervisory Board member;

(C) [in accordance with the provisions of the Corporate Governance Code for the Companies Listed on NASDAQ Vilnius regarding independent members of the Supervisory Board of the Company, which, among other things, stipulate that the Supervisory Board member should be considered independent only if he/she is free of any business, family or other relationship with the Company, its controlling shareholder or the management of either, that creates or may create a conflict of interest and may impair his/her judgment];

(D) [the Supervisory Board member confirms his/her independence and ensures that he/she will maintain his/her independence throughout his/her term of office as a member of the Supervisory Board] [the Supervisory Board member confirms that he/she has the status of civil servant and will maintain it throughout his/her term of office as a member of the Supervisory Board];

(E) the Supervisory Board member confirms that neither he/she nor his/her close relatives own or otherwise control shares of the Company and will not have them throughout his/her term of office as a member of the Supervisory Board;

the Parties agree as follows:

1. ACTIVITIES OF SUPERVISORY BOARD MEMBER

1.1. Functions of the Supervisory Board member

1.1.1. The Supervisory Board member shall perform his/her duties set out in the applicable legislation, the Company's Articles of Association, the decisions of the General Meeting of Shareholders and the Supervisory Board, and, acting together with other persons elected to the Supervisory Board of the Company, address the

matters that fall within the competence of the Supervisory Board and perform other functions assigned to the Supervisory Board.

1.1.2. The Supervisory Board member must act for the benefit of the Company and all the shareholders of the Company. The Supervisory Board member shall act in accordance with laws, other legislation (including internal legal acts which are published on the website and/or submitted to the Supervisory Board member for information), the Company's Articles of Association, the decisions of the General Meeting of Shareholders and the Supervisory Board, as well as the strategy of the Company and the Rules of Procedure of the Supervisory Board.

1.1.3. The Supervisory Board member shall undertake to perform his/her duties properly, to address all matters assigned to the Supervisory Board efficiently and impartially and to follow the highest professional standards. The Supervisory Board member must ensure the continuous performance of the functions of the Supervisory Board provided for in the applicable laws and other legislation as well as in the Articles of Association of the Company.

1.1.4. The Supervisory Board must perform his/her duties personally and shall not be entitled to assign or delegate all or part of the functions of the Supervisory Board member to third parties, except as otherwise provided by law or in this Agreement.

1.2. Attendance at the Meetings of the Supervisory Board of the Company

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

1.2.2. The Supervisory Board member must always come to the meetings (join the meeting by electronic means when the meeting is organised remotely) having familiarised himself/herself with the agenda of the meeting and with all the information and documents provided in relation to the matters under consideration in accordance with the procedure laid down in the Rules of Procedure of the Supervisory Board. The Supervisory Board member must actively participate in the consideration of the items on the meeting agenda, state his/her position in writing or orally on all the matters discussed, and make reasoned proposals for the matters under consideration.

1.2.3. The Supervisory Board member shall have the right to initiate the convening of a meeting of the Supervisory Board of the Company as stipulated in the Company's Articles of Association and the right to suggest items for the agenda of the meeting of the Supervisory Board being initiated or convened.

1.3. Voting

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

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

1.4. Provision of Technical and Organisational Means for the Activities of the Supervisory Board member

1.4.1. The Company shall ensure appropriate working conditions for the Supervisory Board and the Supervisory Board member in the Supervisory Board by providing technical and organisational means necessary for work.

1.5. Absence of Conflict of Interest

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

1.6. Absence of Employment Relationship

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

1.7. Intellectual Property

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

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

2. REIMBURSEMENT OF EXPENSES

2.1. Reimbursement of Expenses Related to Activities of the Supervisory Board member in the Supervisory Board

2.1.1. If the performance of the functions of the Supervisory Board member requires reasonable expenses, including but not limited to travel, accommodation outside the Company's place of business, transportation during travel, and, if necessary, reasonable costs for the services of external advisors, auditors, lawyers in relation to the performance of the functions of the Supervisory Board member, the Company shall undertake to cover directly or to reimburse to the Supervisory Board member such reasonable expenses if these have been discussed with the Company in advance.

2.1.2. The Supervisory Board member may be reimbursed for transport and accommodation expenses related to his/her attendance at the meetings of the Supervisory Board at a location specified by the Company (usually at the registered office of the Company) in cases where the Supervisory Board member's permanent place of residence or place of work is located in a country other than the country where the meeting of the Company's Supervisory Board is taking place (hereinafter referred to as permanent residence or place of work), and where

such expenses are discussed in advance with and agreed upon by the Company. The Parties agree that the maximum expenses incurred by the Supervisory Board member for travelling from his/her permanent residence or place of work to the meetings of the Supervisory Board, which the Company undertakes to reimburse, shall not exceed:

- (i) EUR 200 per night for accommodation rental costs (including breakfast costs that are included in the accounting documents issued by natural or legal persons providing accommodation services, if the total amount indicated in the accounting document does not exceed EUR 200);
- (ii) tickets for flights or other transportation in economy or equivalent class (unless the Parties agree that reimbursing the purchase of upgraded flight tickets is more rational in a particular situation or related to other important circumstances (e.g., health condition));
- (iii) costs of all types of vehicles to/from the airport(s), to/from the Supervisory Board meeting(s);
- (iv) a fixed amount of EUR 50 per day for all other expenses, without requiring supporting documents.

2.1.3. The Company shall undertake to pay a fixed remuneration of EUR [amount in numbers] ([amount in words] euros) (before taxes) per calendar month for the activities of the Supervisory Board member.

If the Supervisory Board member is elected as the Chair of the Supervisory Board, the Company shall undertake to pay a fixed remuneration of EUR [amount in numbers] ([amount in words] euros) (before taxes) per calendar month to the Supervisory Board member during his/her term of office as the Chair of the Supervisory Board instead of the remuneration stipulated above.

2.1.4. If the Supervisory Board member is appointed to serve as a member of a committee formed by the Supervisory Board, he/she will receive an additional remuneration of [amount in numbers] ([amount in words] euros) per calendar month (before taxes) during his/her term of office as a committee member, in addition to the remuneration specified in paragraph 2.1.3. If the Supervisory Board member (excluding the Chair of the Supervisory Board) is appointed to serve as the Chair of a committee formed by the Supervisory Board, the Company shall undertake to pay a fixed remuneration of [amount in numbers] euros ([amount in words] euros) per calendar month (before taxes) during his/her term of office as the Chair of the committee, instead of the additional committee member remuneration.

2.1.5. Remuneration for the previous calendar month shall be paid within 10 (ten) calendar days of the end of that month.

2.1.6. All payments under this Agreement shall be made by transferring money to the bank account specified by the Supervisory Board member in paragraph 4.3 of this Agreement.

2.1.7. The remuneration paid to the Supervisory Board member shall include all applicable taxes and fees. All taxes and fees payable by the Supervisory Board member (including those that may be introduced in the future), insofar as they relate to the remuneration, shall be calculated and paid by the Company by transferring them on behalf of the Supervisory Board member or the Company to the authorities administering relevant taxes and fees, unless another procedure is prescribed by applicable legislation.

2.1.8. In the event that the Supervisory Board member is required by law to register an individual activity permitting the provision of the services outlined in this Agreement, the Company shall undertake to pay the remuneration to the Supervisory Board member only if the Supervisory Board member has submitted to the Company a copy of an individual activity certificate or any other document permitting activities under this Agreement in accordance with

the applicable legislation. In such a case, all taxes shall be paid by the Supervisory Board member, unless the applicable legislation provides otherwise.

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

3. LIABILITY AND COMPENSATION FOR DAMAGES

3.1. Liability of the Company

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

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

3.2. Liability of the Supervisory Board member and Obligation to Compensate for Damages

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

4. OTHER TERMS AND CONDITIONS

4.1. Access to Information and Confidentiality

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

4.1.2. During the term of this Agreement, as well as for an indefinite period after the expiry of the Agreement, the Supervisory Board member shall undertake to keep confidential and not to disclose to any third parties any confidential information of the Company without prior written consent of the Company. The list of the information considered confidential shall be approved by the Management Board of the Company. At the time of entering into this Agreement, the Parties shall also enter into a separate Non-Disclosure Agreement.

4.1.3. The Parties agree that information related to the activities of the Supervisory Board member, including materials for Supervisory Board meetings, will be provided to the Supervisory Board member by uploading it in the

Meetings Area used by the Company for the Supervisory Board and/or by sending it via the email provided by the Company [email address].

4.2. Processing of personal data

4.2.1. The Company shall process the personal data of the Supervisory Board member by ensuring that the processing of personal data complies with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation), the Law of the Republic of Lithuania on Legal Protection of Personal Data, and the requirements of other legal acts governing the protection of personal data.

4.2.2. The personal data of the Supervisory Board member (such as name, surname, personal identification number and/or date of birth, image (photograph), contact details, bank account details, other data related to the Agreement and the activities carried out) shall be processed on the legal basis and for a legitimate purpose – in order to conclude and execute the Agreement, perform the legal obligations imposed on the Company, and for the Company's legitimate interest to ensure the proper management of the Company, applicable transparency requirements.

4.2.3. The Company, in pursuit of its legitimate interest to ensure the transparency requirements applicable to it, shall process the image (photograph) of the members of the supervisory and/or management bodies of the Company for publicity purposes by publishing information about the members of the supervisory and/or management bodies on the Company's website, in the Company's announcements, on the Company's social networks.

4.2.4. More information about the Company's processing of personal data and the exercise of data subjects' rights is available in the Company's privacy notice on the Company's website.

4.3. Notifications and Other Information

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

To the Company:

Laisvės Ave. 10, LT-04215 Vilnius, Republic of Lithuania

grupe@ignitis.lt

To the Supervisory Board member:

[address]

[email]

[phone number]

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

4.3.2. All Notifications under this Agreement shall be deemed duly delivered when they are served to the above addresses and their receipt is confirmed by signature (receipt by the Company shall be confirmed by the signatures of the Company's employees, members of the management bodies or other authorised persons) or, if sent via email – a reply has been received by the same method or sent by registered or courier mail. Each Party shall notify the other Party of any changes in its address, bank account or other data specified in this Agreement no later than

within 5 (five) business days of such changes. If the Party fails to notify of changes in the address, sending the Notification to the last available address shall be deemed appropriate.

4.4. Entry into force. Term of the Agreement

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

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

4.5. Dispute Resolution

4.5.1. The law of the Republic of Lithuania shall apply to this Agreement, the interpretation and application of its terms and conditions, as well as to any issues related to the breach, validity or invalidity of the Agreement.

4.5.2. All disputes, disagreements or claims arising out of or in relation to this Agreement, violation, termination or validity thereof shall be settled by way of negotiation. In case the Parties fail to settle the dispute amicably within 30 (thirty) calendar days, the dispute shall be finally settled in Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The place of the arbitration court shall be Vilnius. The number of arbitrators in the court of arbitration shall be three. The language of arbitration shall be Lithuanian. The substantive law of the Republic of Lithuania shall be applicable to the dispute. All procedural documents shall be sent by email to the Parties' email addresses specified in paragraph 4.3.1 of this Agreement.

4.6. Amendments and Supplements

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

4.6.2. Material provisions of the Agreement shall be amended by a decision of the General Meeting of Shareholders of the Company, such amendments shall be made in writing and signed by both Parties.

4.7. Separability of Provisions

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

4.8. Assignment of Rights

4.8.1. Neither Party may assign its rights or obligations under this Agreement to any third party, except as otherwise provided by law or in this Agreement.

4.9. Language and Number of Copies

4.9.1. This Agreement is made in Lithuanian and English, one copy for each Party. [Lithuanian / English shall prevail.]

4.9.2. The Agreement may be made by signing it:

4.9.2.1. with wet-in (physical) signatures of the Parties. The Agreement shall be signed in as many copies as there are Parties to the Agreement, one copy for each Party;

4.9.2.2. with a qualified electronic signature. A single copy of the Agreement shall be signed and exchanged between the Parties by using telecommunications terminal equipment;

4.9.2.3. in different signature formats. The Parties shall exchange the signed copies of the Agreement using relevant means of exchange.

4.9.3. For the purpose of the execution of the Agreement, the Supervisory Board member undertakes to have a qualified electronic signature or its equivalent.

4.9.4. The Parties agree that signing the same document using different means set out in the Agreement shall be deemed to be a proper endorsement of the document with signatures and that a scanned document signed by both Parties (regardless of the method of signing) shall have the same legal effect as the original of the relevant document.

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