

**THE STANDARD TERMS AND CONDITIONS OF THE AGREEMENT OF THE BOARD MEMBER ON THE ACTIVITIES IN THE BOARD OF THE PUBLIC LIMITED LIABILITY COMPANY AMBER GRID (WITH REMUNERATION):**

**THE AGREEMENT OF THE BOARD MEMBER ON THE ACTIVITIES IN THE BOARD OF THE PUBLIC LIMITED LIABILITY COMPANY AMBER GRID**

This agreement on the activities of the Board Member of Amber Grid (hereinafter referred to as “**the Agreement**”) was concluded between the parties indicated below on [●] (date) [●] (month) 20[●]:

**public limited liability company Amber Grid**, a public limited liability company established and acting in accordance with the laws of the Republic of Lithuania, code 303090867 in the Register of Legal Entities, registered office address: Savanorių pr. 28, LT-03116 Vilnius, Lithuania (hereinafter referred to as “**the Company**”), represented by [position, name, and surname], acting in accordance with the Articles of Association of the Company as well as in accordance with the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]),

and

[●], personal identification number [●], residing at [●] (hereinafter referred to as “**the Board Member**”).

Hereinafter the Company and the Board Member shall be jointly referred to as “**the Parties**” and each individually – as “**the Party**”.

**WHEREAS:**

- (A) The Board Member, by the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]), was elected to the Board of the Company;
- (B) by the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]), the form of this Agreement as well as the specific extent and maximum amount of the remuneration of the Board Member were approved;
- (C) By the Agreement, the Company and the Board Member intend to establish the principles of the activities of the Board Member and stipulate the rights, obligations, and responsibility of the Board Member for the activities in the Board as well as the principles of the remuneration for the activities of the Board Member and material conditions and means necessary for the execution of the duties of the Board Member;

**THE PARTIES AGREE ON THE FOLLOWING:**

**1. The duties of the Board Member**

1.1. By this Agreement, the Board Member shall undertake to perform the duties of a board member of the Company arising from the applicable legal acts, the Articles of Association of the Company as well as decisions of the General Meeting of Shareholders of the Company, the Work Regulation of the Board of the Company, and other internal documents of the Company, and also with regard to the fact that the Company belongs to the common group of companies EPSO-G, whose parent company is UAB EPSO-G (hereinafter referred to as “**the Parent Company**”), common documents of this group of companies approved in the Company in accordance with the established procedure, and acting jointly with other persons elected to the Board of the Company, to address matters assigned to the competence of the Board of the Company and perform other duties assigned to the Board of the Company.

1.2. The Board Member shall undertake to act properly, effectively, and economically and to perform his/her duties in accordance with the highest professionalism standards, while acting to the benefit of the

Company and all shareholders of the Company and striving for the goals of the activities of the Company established in the Articles of Association of the Company and other internal documents of the Company. The Board Member must ensure that the duties of a board member established in the applicable laws and other legal acts as well as in the Articles of Association of the Company are implemented uninterruptedly.

1.3. The Board Member must perform his duties personally and does not have the right to transfer or commission the performance of all or part of the duties of the Board Member to any third parties.

1.4. The Board Member shall have the following duties:

1.4.1. To act fairly and reasonably in respect of the Company, other bodies of the Company, and shareholders of the Company;

1.4.2. To be loyal to the Company;

1.4.3. To act in the interests of the Company and all its shareholders;

1.4.4. To preserve the commercial (industrial) secrets and confidential information of the Company;

1.4.5. To avoid conflicts of interests between the interests of the Company and the Board Member (including third parties, to whose benefit the Board Member is obliged to act);

1.4.6. Not to use, in his/her own interests or interests of any third parties, any information which the Board Member became aware of in the course of the performance of his/her duties as of a Board Member;

1.4.7. In accordance with the established procedure, to provide information for the evaluation of his/her activities performed by the Board and participate in the procedures of the evaluation of his/her activities performed by the Board;

1.4.8. For the effective planning and organising of meetings of the Board, to inform the Company in advance about planned vacations, business trips, or any other occupation, which may prevent him/her from participating in the scheduled meetings of the Board of the Company or planned meetings of the Board of the Company, of which he/she was informed properly in advance;

1.4.9. The Board Member must refrain from any public statements, publications, comments on his/her activities in the Board of the Company and/or in the Company, which have not been coordinated with the Company in accordance with the procedure established by legal acts and, taking into account the fact that the shares of the Company are listed on a stock exchange, also not to disclose, either publicly or to any third parties, any information, which, in accordance with the applicable legal acts, would be considered as information constituting a material event or any other information which may affect the value of the shares of the Company either directly or indirectly, except for the cases explicitly provided for by laws, where such cases are related to the proper performance of his/her direct duties as of a board member;

1.4.10. If the Board Member, by a decision of the Board of the Company, is appointed to perform certain specific tasks, or to be constantly or temporarily in charge of certain matters assigned to the competence of the Board, the Board Member must constantly provide the other board members with information on the task being performed by him/her, matter(s) he/she is in charge of, draw up reports in accordance with the procedure established by the Board of the Company, and present them to consideration by the Board of the Company;

1.4.11. To independently deepen his/her knowledge and improve qualification, which is necessary for the proper performance of the duties of the Board Member of the Company and for the comprehensive understanding of the activities of the Company, effective fulfilment of tasks, and professional decision-making;

1.4.12. To perform other duties, which are established by the applicable legal acts, the Articles of the Association of the Company, and Work Regulation of the Board of the Company.

1.5. The Board Member shall have the following rights:

1.5.1. To receive from the Company and its bodies, free of charge, all information and documents available to the Company, which are necessary for the performance of his/her duties in the Board of the Company;

1.5.2. to receive remuneration, to the extent established in this Agreement, for the proper performance of the duties of the Board Member;

1.5.3. the right of the initiative to convene a meeting of the Board of the Company and the right to propose issues to the agenda of the meeting of the Board being initiated or convened, in accordance with the procedure established by the Articles of Association and effective legal acts;

1.5.4. to use the premises, working equipment, and other resources of the Company which are necessary to ensure the proper activities of the Board Member;

1.5.5. As well as other rights, which are granted by the applicable legal acts, the Articles of the Association of the Company, and Work Regulations of the Board of the Company.

## **2. Participation in meetings of the Board of the Company**

2.1. The Board Member must participate in all meetings of the Board, except for cases when it is impossible due to important valid reasons. In such exceptional cases, the Board Member, who is unable to participate in a meeting of the Board directly, must vote in writing in advance or vote by means of telecommunication facilities in accordance with the procedure established by the Work Regulations of the Board of the Company or, when it is impossible to vote in writing in advance or vote by means of telecommunication facilities, must authorise another Board Member, in accordance with the procedure established by legal acts, to vote instead of him/her.

2.2. The Board Member must always arrive to meetings having familiarised himself/herself with the agenda and all information and documents provided to him in relation to the issues under consideration. The Board Member must actively participate in the consideration of issues provided by the agenda of the meeting, state in writing or orally his/her position on issues under consideration, and provide reasoned proposals on resolution of the issues under consideration.

## **3. Voting at meetings of the Board of the Company**

3.1. The Board Member must vote either "for" or "against" each issue considered on a meeting of the Board of the Company, except for cases when the meeting of the Board of the Company decides on an issue relating to his/her activities in the Board of the Company or responsibility of the Board Member, or other cases when, according to the applicable laws, the Board Member may not vote or his/her voting would cause a conflict of interests of the Company and the Board Member. In such case, the Board Member must retreat and refrain from participating in consideration and/or decision on a specific issue by the Board of the Company.

3.2. The Board Member does not have the right to refuse to vote or to refrain from voting, except for the cases established by legal acts, when the Board Member must refuse to vote (to retreat from voting). Also, the Board Member does not have the right to authorise any other persons to vote for him/her other than in the exceptional cases discussed in this Agreement.

## **4. Provision of technical and organisational means to ensure the activities of the Board Member**

4.1. The Company shall ensure that in the course of the performance of his/her duties, the Board Member, when required, could use the premises, working equipment, and other resources and means of the Company which are necessary to ensure the proper activities of the Board Member. In this case, the Board Member must inform the Company about the existing needs in advance, in accordance with the procedure established by internal legal acts.

## **5. Non-existence of a conflict of interests and the right to be engaged in other work**

5.1. The consent of the Board Member to be a candidate to the members of the Board of the Company and the Declaration of Interests, wherein all circumstances due to which a conflict of interests of the Board Member and the Company may arise, shall be attached to this Agreement as an annex. In the case of occurrence, during the period of validity of the Agreement, of any circumstances other than those specified in the documents attached to the Agreement, due to which a conflict of interests of the Board Member and the Company may arise, the Board Member must immediately inform the Board of the Company and the Company about such new circumstances in writing.

5.2. The Board Member may be engaged in other work or hold another position, which would be agreeable with the activities in the Board of the Company, including but not limited to holding managerial positions in other legal entities, work in state or statutory service, positions in the Company and other legal entities as well as in legal entities in which the Company or the Parent Company participate, only having informed the Board of the Company about that in advance and received prior consent of the Board of the Company, except for pedagogical, creative and author activities, participation in professional associations uniting energy workers and energy companies or gas transmission operators, participation in civil society organisations, which are associated exclusively with the satisfaction of personal and/or family needs, and work in the Parent company, in which respect the aforementioned consent of the Board is not required.

## **6. Non-existence of labour relations**

6.1. The Parties confirm hereby that by this Agreement, civil legal relations between the Board Member and the Company are established. This Agreement may not be interpreted as forming any labour relations between the Parties. Respectively, the Board Member may not be considered as an employee of the Company and is not subordinate or responsible to the administration of the Company. According to this Agreement, the Board Member shall act only as the Board Member and assume entire responsibility for the performance of his/her duties as the Board Member and for the proper execution of this Agreement.

## **7. Additional limitations related to mandatory requirements of legal acts in respect of the separation of natural gas transmission activities:**

7.1. The Board Member shall undertake to comply, during the whole period of validity of the Agreement, with the additional limitations related to the separation of natural gas transmission activities, including but not limited to:

- 7.1.1. Not to participate in the supervisory and management bodies of a company carrying out natural gas production, distribution, supply and/or electricity production, supply activities, and not to be a member of the administration of such a company;
- 7.1.2. Not to control, either directly or indirectly, an entity carrying out natural gas production, distribution, supply and/or electricity production, supply activities, or not to have any rights in respect of such an entity (the aforementioned rights first of all cover the authorisations to use voting rights, authorisations to appoint members of supervisory bodies, management bodies, and administration, management or disposal of a block of shares granting more than 5 percent of shares and votes in the general meeting of shareholders of the company);
- 7.1.3. When taking decisions, to act at his/her own discretion, independently from the commercial or other interests of any other entities carrying out natural gas production, distribution, supply and/or electricity production, supply activities, or interested parties;
- 7.1.4. According to his/her competence, to take all required measures in order to ensure compliance with the requirements of the applicable legal acts related to the separation of natural gas transmission activities.

7.2. The Board Member also shall undertake not to work himself/herself and shall undertake to ensure that his/her family members do not work on the grounds of an employment contract or civil contract, during the period of validity of the Agreement, in any companies carrying out gas production and/or electricity

supply activities. This limitation, among other aspects, shall include the provision of any consultations or other intellectual services to the aforementioned companies.

7.3. With regard to the facts that, according to the Articles of Association of the Company, the following may not be the Board Member of the Company: (i) a person holding the position of a member of a supervisory body, management body, or administration in an energy company carrying out electricity production and/or supply activities or natural gas production and/or supply activities, or participating otherwise in the management or supervision of these companies; (iv) officers and employees of institutions regulating the activities of entities operating in the field of the provision of energy services and performing state energy supervision; (v) other persons who may not hold these positions in accordance with the effective legal acts, the Board Member shall undertake to avoid such circumstances and, in the case of their occurrence, to immediately inform the Board and the Company about their occurrence and to immediately resign from the Board of the Company and, from the moment of their occurrence to the moment of his/her resignation, retreat from taking any decisions which may cause a conflict of interests with his/her activities in the Board of the Company.

7.4. With regard to the facts that, according to the Articles of Association of the Company, the following may not be the Board Member of the Company: (ii) members of the Supervisory Board of the Parent Company; (iii) a person holding the position of a member of the supervisory body, management body, or managing employee in the companies controlled by the Company (hereinafter referred to as "the Controlled Company"<sup>1</sup>) and associated companies hereinafter referred to as "the Associated Company"<sup>2</sup>), the Board Member, at the moment when he/she is elected to the Board, within a reasonable period of time but not later than within 3 (three) calendar months, must resign from such a position, which is not agreeable with his/her work in the Board of the Company and, until the moment of his/her resignation from such a post, temporarily retreat from taking any decisions which may cause a conflict of interests with his/her activities in the Board of the Company.

## **8. Intellectual property**

8.1. The Parties agree hereby that property rights and, to the extent as it is not prohibited by the applicable legal acts, non-property rights to all items of intellectual or industrial property created by the Board Member during the period of validity of this Agreement, which are directly related to the activities of the Board Member in accordance with this Agreement, including copyright objects, trade and service marks, products and industrial design as well as other items created during the performance of the duties of the Board Member shall fully, automatically, indefinitely, and irrevocably become and are the exclusive property of the Company without any additional remuneration to the Board Member, except for that to be paid in accordance with the provisions of Article 9 of this Agreement.

8.2. For the purpose of clarity, the Parties clearly agree hereby that the remuneration to the Board Member for the creation of the intellectual property objects specified in Paragraph 8.1 of this Agreement is included in the remuneration payable to the Board Member in accordance with the provisions of Article 9 of this Agreement, and the Company shall have the right to dispose of such items exclusively at its own discretion, without paying the Board Member any additional remuneration.

## **9. Remuneration and compensation of expenses incurred**

9.1. The Company shall undertake to pay for the activities of the Board Member a remuneration of EUR 50 (fifty) (before taxes) for an actually spent 1 (one) hour in the performance of the activities of the Board Member, however, in all cases, not more than EUR 1000 (one thousand) (before taxes) per calendar month.

9.2. The remuneration shall be paid each month within 15 (fifteen) calendar days from the day of the signing of the Statement of Acceptance and Transfer. After the end of the calendar month, during which the Board Member performed the activities of a board member, the Board Member must provide the

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<sup>1</sup> In these Articles of Association, a "controlled company" is understood as a legal entity in which AB Amber Grid possesses, in accordance with the right of ownership, more than 50% of the shares.

<sup>2</sup> In these Articles of Association, an "associated company" is understood as a legal entity in which AB Amber Grid possesses, in accordance with the right of ownership, less than 50% of the shares or 50% of the shares.

Company, not later than by the 5<sup>th</sup> day of the current calendar month, with the Statement of Acceptance and Transfer and the invoice for his/her activities as the Board Member. In the Statement of Acceptance and Transfer, the Board Member must specify the details of the time actually spent during the month in the performance of the activities of the Board Member as well as the character of the activities. Upon receipt of the Statement of Acceptance and Transfer, the Company has the right to request specification of the information indicated therein.

9.3. All payments in accordance with this Agreement shall be made by transfer to the bank account of the Board Member specified in Article 12.1 of the Agreement.

9.4. The remuneration payable to the Board Member shall include all taxes and payments, except for VAT. All taxes and payments payable by the Board Member (including those which may be established in future), as far as it is related to the receipt of the remuneration in accordance with this Agreement, shall be calculated and paid by the Company, by transferring them in the name of the Board Member or of its own to the institutions administering the respective taxes and payments, except for cases when effective legal acts provide for a different procedure.

9.5. In case when the Board Member, in accordance with the effective legal acts, should register individual activities allowing the provision of the services provided for in this Agreement, the Company shall undertake to pay the remuneration to the Board Member only when the Company has a copy of the Individual Activity Certificate or another document, provided to the Company by the Board Member, in accordance with the effective legal acts allowing the performance of the activities in accordance with this Agreement. In this case, the Board Member must pay all taxes, including VAT, by his own, unless effective legal acts establish otherwise.

9.6. If this Agreement ceases to be in force on any grounds, the Board Member must be paid the remuneration for the time actually spent in the performance of the activities of the Board Member until the day of the termination of the Agreement. The Company, acting in compliance with the terms and conditions established in this chapter, shall undertake to settle with the Board Member in full within 1 (one) month from the day of the expiration of the validity of this Agreement.

9.7. If reasonable expenses need to be incurred in the course of the performance of the duties of the Board Member (including but not limited to travel, accommodation outside the place of the activities of the Company, transport, catering during travel, where necessary, expenses of reasonable fees for the services of external advisers, auditors, lawyers, etc.) related to the performance of the duties of the Board Member, the Company shall undertake to cover such substantiated actually incurred expenses directly or compensate them to the Board Member according to the documents substantiating these expenses, provided that they were discussed in advance and were coordinated with the Company in accordance with and within the time limits established by internal legal acts.

## **10. Responsibility of the Parties to the Agreement and compensation for damages**

10.1. The Company shall undertake to indemnify and hold harmless the Board Member against any damages or loss (including reasonable expenses for legal assistance), which may be incurred by the Board Member due to any reason related to the activities of the Board Member in the Board of the Company, except for cases when such damages or loss arose to the Board Member due to deliberate actions or gross negligence of the Board Member.

10.2. During the period of validity of this Agreement, the Company shall undertake to cover the Board Member with insurance of the civil liability of bodies of legal entities.

10.3. The Board Member undertakes to indemnify and hold harmless the Company, in an uncontested procedure, against any damages or loss (including reasonable expenses for legal assistance), which it may incur due to an infringement of this Agreement committed by the Board Member and/or claims of third parties, including the shareholders of the Company, related to the activities of the Board Member in the Board of the Company or to results of those activities, when such damages or loss arose to the Company due to deliberate actions or gross negligence of the Board Member.

10.4. If the Board Member infringes the additional limitations provided for in Article 7 of this Agreement, the Company shall also have the right to require the Board Member who infringed such limitations:

10.5. To pay for each case of infringement, in an uncontested procedure, a penalty of EUR 3000 (three thousand euros).

10.6. Other agreements concluded between the Board Member and the Company may provide for the obligation of the Board Member, by agreement of the Parties, to adhere to obligations similar to those provided for in Article 7 of this Agreement, which would also apply after the expiration of this Agreement, with payment of compensation to the extent agreed upon by the Parties.

## **11. Right to receive information and confidentiality**

11.1. The Board Member has the right to familiarise himself/herself with all documents of the Company and its direct and/or indirect subsidiaries and with all information of the Company and its direct and/or indirect subsidiaries (except for such documents and information which is related, either directly or indirectly, to the data, documents and/or information of the counterparties of the Company and its direct and/or indirect subsidiaries which is received, learned, or received in another lawful way, in accordance with the procedure established by legal acts, for the counterparties of the Company and its direct and/or indirect subsidiaries), which, at the request of the Board Member, may be systematised in accordance with the reasonable criteria indicated by the Board Member. If the Company does not have the documents or information of the Company and its direct and/or indirect subsidiaries requested by the Board Member, the Company shall undertake to immediately take action in order to receive such documents and information, including such with the exercise of the rights granted by the shares of the subsidiaries in its possession.

11.2. During the period of validity of this Agreement as well as during an unlimited period after its expiration, the Board Member shall undertake to keep confidential the confidential information of the Company and not to disclose it, without the prior written consent of the Company, to any third party. The list of the information to be considered as confidential shall be approved by the Board of the Company.

11.3. Together with this Agreement, but not later than before the beginning of his/her activities in the Board of the Company, the Board Member shall sign a confidentiality agreement not to disclose the commercial secrets and confidential information of the Company. That agreement shall be considered to form an integral annex to this Agreement.

## **12. Notifications and other information**

12.1. All notification, requests, written demands or other documents according to this Agreement ("Notifications") shall be sent to the following addresses:

### **To the Company:**

To the public limited liability company Amber Grid  
Savanorių pr. 28, LT-03116 Vilnius, Lithuania

### **To the Board Member**

[address]

[e-mail]

Other information of the Board Member:

[bank account No]

[bank].

12.2. All Notifications according to this Agreement shall be considered as have been delivered properly when they are delivered to the addresses indicated above, with acknowledgement of receipt by signature (receipt by the Company shall be acknowledged by employees, members of the management bodies of the Company or other persons authorised by the Company), or are sent by registered or courier post. Each Party shall be obliged to inform the other Party about any changes of its address, bank account, or other data indicated in this Agreement not later than within 5 (five) days from such change. If the Party

fails to inform about the change in the address, the sending of the Notification to the latest available address shall be considered as proper.

### **13. Closing provisions**

13.1. This Agreement shall enter into effect from the moment of signing hereof and shall remain in effect until one of the following dates, whichever is earlier:

13.1.1. The expiration of the term of office of the Board Member as a member of the Board of the Company; or

13.1.2. The revocation of the Board Member from the Board of the Company or revocation of the whole Board of the Company; or

13.1.3. The resignation of the Board Member or his/her inability to continue to perform the duties; or

13.1.4. The termination of the performance by the Board Member of the duties as a member of the Board of the Company on other grounds.

13.2. The provisions of the Agreement regarding intellectual property, confidentiality, compensation of damages, settlement, applicable law, and resolution of disputes shall survive the expiration of this Agreement.

13.3. The Board Member shall undertake to transfer to the Company, not later than on the day of the expiration of the Agreement, (a) all documents possessed by him/her that were received or created during the performance of the activities (including but not limited to correspondence, notifications, agreements, and other documents as well as computer disks, memory keys and cards, software, and other optically or electronically readable information media) and (b) all passwords, keys, stamps, credits cards, property and other items owned by the Company or possessed by the Company on other grounds that were transferred to the Board Member for possession and/or use in relation to his/her activities in the Board of the Company. At the written request of the Company, the Board Member shall undertake to provide a written confirmation of the proper fulfilment of the obligations provided for in this paragraph.

13.4. Any amendments or supplements to this Agreement must be made in writing and duly signed by both Parties.

13.5. The interpretation, application of this Agreement and its terms and conditions as well as the resolution of issues related to its infringement, validity, or invalidity shall be governed by the law of the Republic of Lithuania.

13.6. All disputes, disagreements or claims arising from this Agreement or in relation to this Agreement as well as to violation, termination or validity hereof shall be resolved by means of negotiations. If the Parties fail to amicably settle a dispute within 30 (thirty) calendar days, the dispute shall be finally settled at Vilnius Court of Commercial Arbitration according to the Regulations of the Court. The seat of the Court of Arbitration shall be Vilnius. The number of arbitrators shall be three. The language of arbitration shall be Lithuanian.

13.7. If any provision of the Agreement is fully or partially invalid or becomes invalid due to its contradiction to the applicable legal acts or due to any other reason, the remaining provisions of this Agreement shall remain in effect to the full extent. In this case, the Parties shall conduct bona fide negotiations and aim at replacing the aforementioned fully or partially invalid provision with another valid provision which, to the extent possible, would allow achieving the same legal and economic result as the provision of this agreement, which would be replaced in this way.

13.8. Neither of the Parties may transfer any of its rights or obligations under this Agreement.

13.9. This Agreement is being executed in 2 (two) counterparts in the Lithuanian language, with 1 (one) counterpart to be handed to each Party.

**14. Appendices to the Agreement:**

14.1. The appendices to this Agreement indicated below shall form an integral part of this Agreement.

**Appendix No 1.** The consent to be a candidate and the Declaration of Interests of the Board Member;  
**Appendix No 2.** The Confidentiality Agreement with the Board Member.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written herein:

**On behalf of the Company:**

**The Board Member**

\_\_\_\_\_  
[name, surname]  
[position, date]

\_\_\_\_\_  
[name, surname, date]

*L. S.*

**THE STANDARD TERMS AND CONDITIONS OF THE AGREEMENT OF THE BOARD MEMBER ON THE ACTIVITIES IN THE BOARD OF THE PUBLIC LIMITED LIABILITY COMPANY AMBER GRID (WITHOUT REMUNERATION):**

**THE AGREEMENT OF THE BOARD MEMBER ON THE ACTIVITIES IN THE BOARD OF THE PUBLIC LIMITED LIABILITY COMPANY AMBER GRID**

This agreement on the activities of the Board Member of Amber Grid (hereinafter referred to as “**the Agreement**”) was concluded between the parties indicated below on [●] (date) [●] (month) 20[●]:

**public limited liability company Amber Grid**, a public limited liability company established and acting in accordance with the laws of the Republic of Lithuania, code 303090867 in the Register of Legal Entities, registered office address: Savanorių pr. 28, LT-03116 Vilnius, Lithuania (hereinafter referred to as “**the Company**”), represented by [position, name, and surname], acting in accordance with the Articles of Association of the Company as well as in accordance with the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]),

and

[●], personal identification number [●], residing at [●] (hereinafter referred to as “**the Board Member**”).

Hereinafter the Company and the Board Member shall be jointly referred to as “**the Parties**” and each individually – as “**the Party**”.

**WHEREAS:**

- (D) The Board Member, by the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]), was elected to the Board of the Company;
- (E) By the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]), the form of this Agreement as well as the procedure of payment of the remuneration of the Board Member and exceptions were approved;
- (F) By the Agreement, the Company and the Board Member intend to establish the principles of the activities of the Board Member and stipulate the rights, obligations, and responsibility of the Board Member for the activities in the Board as well as material conditions and means necessary for the execution of the duties of the Board Member;

**THE PARTIES AGREE ON THE FOLLOWING:**

**1. The duties of the Board Member**

1.1. By this Agreement, the Board Member shall undertake to perform the duties of a board member of the Company arising from the applicable legal acts, the Articles of Association of the Company as well as decisions of the General Meeting of Shareholders of the Company, the Work Regulations of the Board of the Company, and other internal documents of the Company, and also with regard to the fact that the Company belongs to the common group of companies EPSO-G, whose parent company is UAB EPSO-G (hereinafter referred to as “**the Parent Company**”), common documents of this group of companies approved in the Company in accordance with the established procedure, and acting jointly with other persons elected to the Board of the Company, to address matters assigned to the competence of the Board of the Company and perform other duties assigned to the Board of the Company.

1.2. The Board Member shall undertake to act properly, effectively, and economically and to perform his/her duties in accordance with the highest professionalism standards, while acting to the benefit of the Company and all shareholders of the Company and striving for the goals of the activities of the Company

established in the Articles of Association of the Company and other internal documents of the Company. The Board Member must ensure that the duties of a board member established in the applicable laws and other legal acts as well as in the Articles of Association of the Company are implemented uninterruptedly.

1.3. The Board Member must perform his duties personally and does not have the right to transfer or commission the performance of all or part of the duties of the Board Member to any third parties.

1.4. The Board Member shall have the following duties:

1.4.1. To act fairly and reasonably in respect of the Company, other bodies of the Company, and shareholders of the Company;

1.4.2. To be loyal to the Company;

1.4.3. To act in the interests of the Company and all its shareholders;

1.4.4. To preserve the commercial (industrial) secrets and confidential information of the Company;

1.4.5. To avoid conflicts of interests between the interests of the Company and the Board Member (including third parties, to whose benefit the Board Member is obliged to act);

1.4.6. Not to use, in his/her own interests or interests of any third parties, any information which the Board Member became aware of in the course of the performance of his/her duties as of a Board Member;

1.4.7. In accordance with the established procedure, to provide information for the evaluation of his/her activities performed by the Board and participate in the procedures of the evaluation of his/her activities performed by the Board;

1.4.8. For the effective planning and organising of meetings of the Board, to inform the Company in advance about planned vacations, business trips, or any other occupation, which may prevent him/her from participating in the scheduled meetings of the Board of the Company or planned meetings of the Board of the Company, of which he/she was informed properly in advance;

1.4.9. The Board Member must refrain from any public statements, publications, comments on his/her activities in the Board of the Company and/or in the Company, which have not been coordinated with the Company in accordance with the procedure established by legal acts and, taking into account the fact that the shares of the Company are listed on a stock exchange, also not to disclose, either publicly or to any third parties, any information, which, in accordance with the applicable legal acts, would be considered as information constituting a material event or any other information which may affect the value of the shares of the Company either directly or indirectly, except for the cases explicitly provided for by laws, where such cases are related to the proper performance of his/her direct duties as of a board member;

1.4.10. If the Board Member, by a decision of the Board of the Company, is appointed to perform certain specific tasks, or to be constantly or temporarily in charge of certain matters assigned to the competence of the Board, the Board Member must constantly provide the other board members with information on the task being performed by him/her, matter(s) he/she is in charge of, draw up reports in accordance with the procedure established by the Board of the Company, and present them for consideration by the Board of the Company;

1.4.11. To independently deepen his/her knowledge and improve qualification, which is necessary for the proper performance of the duties of the Board Member of the Company and for the comprehensive understanding of the activities of the Company, effective fulfilment of tasks, and professional decision-making;

1.4.12. To perform other duties, which are established by the applicable legal acts, the Articles of the Association of the Company, and Work Regulations of the Board of the Company.

1.5. The Board Member shall have the following rights:

1.5.1. To receive from the Company and its bodies, free of charge, all information and documents available to the Company, which are necessary for the performance of his/her duties in the Board of the Company;

1.5.2. The right of the initiative to convene a meeting of the Board of the Company and the right to propose issues to the agenda of the meeting of the Board being initiated or convened, in accordance with the procedure established by the Articles of Association and effective legal acts;

1.5.3. To use the premises, working equipment, and other resources of the Company which are necessary to ensure the proper activities of the Board Member;

1.5.4. As well as other rights, which are granted by the applicable legal acts, the Articles of the Association of the Company, and Work Regulations of the Board of the Company.

## **2. Participation in meetings of the Board of the Company**

2.1. The Board Member must participate in all meetings of the Board, except for cases when it is impossible due to important valid reasons. In such exceptional cases, the Board Member, who is unable to participate in a meeting of the Board directly, must vote in writing in advance or vote by means of telecommunication facilities in accordance with the procedure established by the Work Regulations of the Board of the Company or, when it is impossible to vote in writing in advance or vote by means of telecommunication facilities, must authorise another Board Member, in accordance with the procedure established by legal acts, to vote instead of him/her.

2.2. The Board Member must always arrive to meetings having familiarised himself/herself with the agenda and all information and documents provided to him in relation to the issues under consideration. The Board Member must actively participate in the consideration of issues provided by the agenda of the meeting, state in writing or orally his/her position on issues under consideration, and provide reasoned proposals on resolution of the issues under consideration.

## **3. Voting at meetings of the Board of the Company**

3.1. The Board Member must vote either "for" or "against" each issue considered on a meeting of the Board of the Company, except for cases when the meeting of the Board of the Company decides on an issue relating to his/her activities in the Board of the Company or responsibility of the Board Member, or other cases when, according to the applicable laws, the Board Member may not vote or his/her voting would cause a conflict of interests of the Company and the Board Member. In such case, the Board Member must retreat and refrain from participating in consideration and/or decision on a specific issue by the Board of the Company.

3.2. The Board Member does not have the right to refuse to vote or to refrain from voting, except for the cases established by legal acts, when the Board Member must refuse to vote (to retreat from voting). Also, the Board Member does not have the right to authorise any other persons to vote for him/her other than in the exceptional cases discussed in this Agreement.

## **4. Provision of technical and organisational means to ensure the activities of the Board Member**

4.1. The Company shall ensure that in the course of the performance of his/her duties, the Board Member, when required, could use the premises, working equipment, and other resources and means of the Company which are necessary to ensure the proper activities of the Board Member. In this case, the Board Member must inform the Company about the existing needs in advance, in accordance with the procedure established by internal legal acts.

## **5. Non-existence of a conflict of interests and the right to be engaged in other work**

5.1. The consent of the Board Member to be a candidate to the members of the Board of the Company and the Declaration of Interests, wherein all circumstances due to which a conflict of interests of the Board

Member and the Company may arise, shall be attached to this Agreement as an annex. In the case of occurrence, during the period of validity of the Agreement, of any circumstances other than those specified in the documents attached to the Agreement, due to which a conflict of interests of the Board Member and the Company may arise, the Board Member must immediately inform the Board of the Company and the Company about such new circumstances in writing.

5.2. The Board Member may be engaged in other work or hold another position, which would be agreeable with the activities in the Board of the Company, including but not limited to holding managerial positions in other legal entities, work in state or statutory service, positions in the Company and other legal entities as well as in legal entities in which the Company or the Parent Company participate, only having informed the Board of the Company about that in advance and received prior consent of the Board of the Company, except for pedagogical, creative and author activities, participation in professional associations uniting energy workers and energy companies or gas transmission operators, participation in civil society organisations, which are associated exclusively with the satisfaction of personal and/or family needs, and work in the Parent company, in which respect the aforementioned consent of the Board is not required.

## **6. Non-existence of labour relations**

6.1. The Parties confirm hereby that by this Agreement, civil legal relations between the Board Member and the Company are established. This Agreement may not be interpreted as forming any labour relations between the Parties. Respectively, the Board Member may not be considered as an employee of the Company and is not subordinate or responsible to the administration of the Company. According to this Agreement, the Board Member shall act only as the Board Member and assume entire responsibility for the performance of his/her duties as the Board Member and for the proper execution of this Agreement.

## **7. Additional limitations related to mandatory requirements of legal acts in respect of the separation of natural gas transmission activities:**

7.1. The Board Member shall undertake to comply, during the whole period of validity of the Agreement, with the additional limitations related to the separation of natural gas transmission activities, including but not limited to:

- 7.1.1. Not to participate in the supervisory and management bodies of a company carrying out natural gas production, distribution, supply and/or electricity production, supply activities, and not to be a member of the administration of such a company;
- 7.1.2. Not to control, either directly or indirectly, an entity carrying out natural gas production, distribution, supply and/or electricity production, supply activities, or not to have any rights in respect of such an entity (the aforementioned rights first of all cover the authorisations to use voting rights, authorisations to appoint members of supervisory bodies, management bodies, and administration, management or disposal of a block of shares granting more than 5 percent of shares and votes in the general meeting of shareholders of the company);
- 7.1.3. When taking decisions, to act at his/her own discretion, independently from the commercial or other interests of any other entities carrying out natural gas production, distribution, supply and/or electricity production, supply activities, or interested parties;
- 7.1.4. According to his/her competence, to take all required measures in order to ensure compliance with the requirements of the applicable legal acts related to the separation of natural gas transmission activities;

7.2. The Board Member also shall undertake not to work himself/herself and shall undertake to ensure that his/her family members do not work on the grounds of an employment contract or civil contract, during the period of validity of the Agreement, in any companies carrying out gas production and/or electricity supply activities. This limitation, among other aspects, shall include the provision of any consultations or other intellectual services to the aforementioned companies.

7.3. With regard to the facts that, according to the Articles of Association of the Company, the following may not be the Board Member of the Company: (i) a person holding the position of a member of a supervisory body, management body, or administration in an energy company carrying out electricity production and/or supply activities or natural gas production and/or supply activities, or participating otherwise in the management or supervision of these companies; (iv) officers and employees of institutions regulating the activities of entities operating in the field of the provision of energy services and performing state energy supervision; (v) other persons who may not hold these positions in accordance with the effective legal acts, the Board Member shall undertake to avoid such circumstances and, in the case of their occurrence, to immediately inform the Board and the Company about their occurrence and to immediately resign from the Board of the Company and, from the moment of their occurrence to the moment of his/her resignation, retreat from taking any decisions which may cause a conflict of interests with his/her activities in the Board of the Company.

7.4. With regard to the facts that, according to the Articles of Association of the Company, the following may not be the Board Member of the Company: (ii) members of the Supervisory Board of the Parent Company; (iii) a person holding the position of a member of the supervisory body, management body, or managing employee in the companies controlled by the Company (hereinafter referred to as “the Controlled Company”<sup>3</sup>) and associated companies hereinafter referred to as “the Associated Company”<sup>4</sup>), the Board Member, at the moment when he/she is elected to the Board, within a reasonable period of time but not later than within 3 (three) calendar months, must resign from such position, which is not agreeable with his/her work in the Board of the Company and, until the moment of his/her resignation from such a post, temporarily retreat from taking any decisions which may cause a conflict of interests with his/her activities in the Board of the Company.

## **8. Intellectual property**

8.1. The Parties agree hereby that property rights and, to the extent as it is not prohibited by the applicable legal acts, non-property rights to all items of intellectual or industrial property created by the Board Member during the period of validity of this Agreement, which are directly related to the activities of the Board Member in accordance with this Agreement, including copyright objects, trade and service marks, products and industrial design as well as other items created during the performance of the duties of the Board Member shall fully, automatically, indefinitely, and irrevocably become and are the exclusive property of the Company without any remuneration, and the Company shall have the right to dispose of such items exclusively at its own discretion, without paying any remuneration to the Board Member.

## **9. Compensation of expenses incurred**

9.1. If reasonable expenses need to be incurred in the course of the performance of the duties of the Board Member (including but not limited to travel, accommodation outside the place of the activities of the Company, transport, catering during travel, where necessary, expenses of reasonable fees for the services of external advisers, auditors, lawyers, etc.) related to the performance of the duties of the Board Member, the Company shall undertake to cover such substantiated actually incurred expenses directly or compensate them to the Board Member according to the documents substantiating these expenses, provided that they were discussed in advance and were coordinated with the Company in accordance with and within the time limits established by internal legal acts.

9.2. All payments in accordance with this Agreement shall be made by transfer to the bank account of the Board Member specified in Article 12.1 of the Agreement.

9.3. If this Agreement ceases to be in force on any grounds, the Company, acting in compliance with the terms and conditions established in this chapter, shall undertake to settle with the Board Member in full within 1 (one) month from the day of the expiration of the validity of this Agreement.

## **10. Responsibility of the Parties to the Agreement and compensation for damages**

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<sup>3</sup> In these Articles of Association, a “controlled company” is understood as a legal entity in which AB Amber Grid possesses, in accordance with the right of ownership, more than 50% of the shares.

<sup>4</sup> In these Articles of Association, an “associated company” is understood as a legal entity in which AB Amber Grid possesses, in accordance with the right of ownership, less than 50% of the shares or 50% of the shares.

10.1. The Company shall undertake to indemnify and hold harmless the Board Member against any damages or loss (including reasonable expenses for legal assistance), which may be incurred by the Board Member due to any reason related to the activities of the Board Member in the Board of the Company, except for cases when such damages or loss arose to the Board Member due to fault or gross negligence of the Board Member.

10.2. During the period of validity of this Agreement, the Company shall undertake to cover the Board Member with insurance of the civil liability of bodies of legal entities.

10.3. The Board Member undertakes to indemnify and hold harmless the Company, in an uncontested procedure, against any damages or loss (including reasonable expenses for legal assistance), which it may incur due to an infringement of this Agreement committed by the Board Member and/or claims of third parties, including the shareholders of the Company, related to the activities of the Board Member in the Board of the Company or to results of those activities, when such damages or loss arose to the Company due to deliberate actions or gross negligence of the Board Member.

10.4. If the Board Member infringes the additional limitations provided for in Article 7 of this Agreement, the Company shall also have the right to require the Board Member who infringed such limitations:

10.5. To pay for each case of infringement, in an non judicial dispute settlement, a penalty of EUR 3000 (three thousand euros).

10.6. Other agreements concluded between the Board Member and the Company may provide for the obligation of the Board Member, by agreement of the Parties, to adhere to obligations similar to those provided for in Article 7 of this Agreement, which would also apply after the expiration of this Agreement, with payment of compensation to the extent agreed upon by the Parties.

## **11. Right to receive information and confidentiality**

11.1. The Board Member has the right to familiarise himself/herself with all documents of the Company and its direct and/or indirect subsidiaries and with all information of the Company and its direct and/or indirect subsidiaries (except for such documents and information which is related, either directly or indirectly, to the data, documents and/or information of the counterparties of the Company and its direct and/or indirect subsidiaries which is received, learned, or received in another lawful way, in accordance with the procedure established by legal acts, for the counterparties of the Company and its direct and/or indirect subsidiaries), which, at the request of the Board Member, may be systematised in accordance with the reasonable criteria indicated by the Board Member. If the Company does not have the documents or information of the Company and its direct and/or indirect subsidiaries requested by the Board Member, the Company shall undertake to immediately take action in order to receive such documents and information, including such with the exercise of the rights granted by the shares of the subsidiaries in its possession.

11.2. During the period of validity of this Agreement as well as during an unlimited period after its expiration, the Board Member shall undertake to keep confidential the confidential information of the Company and not to disclose it, without the prior written consent of the Company, to any third party. The list of the information to be considered as confidential shall be approved by the Board of the Company.

11.3. Together with this Agreement, but not later than before the beginning of his/her activities in the Board of the Company, the Board Member shall sign a confidentiality agreement not to disclose the commercial secrets and confidential information of the Company. That agreement shall be considered to form an integral annex to this Agreement.

## **12. Notifications and other information**

12.1. All notification, requests, written demands or other documents according to this Agreement ("Notifications") shall be sent to the following addresses:

**To the Company:**

To the public limited liability company Amber Grid  
Savanorių pr. 28, LT-03116 Vilnius, Lithuania

**To the Board Member**

[address]

[e-mail]

Other information of the Board Member:

[bank account No]

[bank].

12.2. All Notifications according to this Agreement shall be considered as have been delivered properly when they are delivered to the addresses indicated above, with acknowledgement of receipt by signature (receipt by the Company shall be acknowledged by employees, members of the management bodies of the Company or other persons authorised by the Company), or are sent by registered or courier post. Each Party shall be obliged to inform the other Party about any changes of its address, bank account, or other data indicated in this Agreement not later than within 5 (five) days from such change. If the Party fails to inform about the change in the address, the sending of the Notification to the latest available address shall be considered as proper.

**13. Closing provisions**

13.1. This Agreement shall enter into effect from the moment of signing hereof and shall remain in effect until one of the following dates, whichever is earlier:

13.1.1. The expiration of the term of office of the Board Member as a member of the Board of the Company; or

13.1.2. The revocation of the Board Member from the Board of the Company or revocation of the whole Board of the Company; or

13.1.3. The resignation of the Board Member or his/her inability to continue to perform the duties; or

13.1.4. The termination of the performance by the Board Member of the duties as a member of the Board of the Company on other grounds.

13.2. The provisions of the Agreement regarding intellectual property, confidentiality, compensation of damages, settlement, applicable law, and resolution of disputes shall survive the expiration of this Agreement.

13.3. The Board Member shall undertake to transfer to the Company, not later than on the day of the expiration of the Agreement, (a) all documents possessed by him/her that were received or created during the performance of the activities (including but not limited to correspondence, notifications, agreements, and other documents as well as computer disks, memory keys and cards, software, and other optically or electronically readable information media) and (b) all passwords, keys, stamps, credits cards, property and other items owned by the Company or possessed by the Company on other grounds that were transferred to the Board Member for possession and/or use in relation to his/her activities in the Board of the Company. At the written request of the Company, the Board Member shall undertake to provide a written confirmation of the proper fulfilment of the obligations provided for in this paragraph.

13.4. Any amendments or supplements to this Agreement must be made in writing and duly signed by both Parties.

13.5. The interpretation, application of this Agreement and its terms and conditions as well as the resolution of issues related to its infringement, validity, or invalidity shall be governed by the law of the Republic of Lithuania.

13.6. All disputes, disagreements or claims arising from this Agreement or in relation to this Agreement as well as to violation, termination or validity hereof shall be resolved by means of negotiations. If the

Parties fail to amicably settle a dispute within 30 (thirty) calendar days, the dispute shall be finally settled at Vilnius Court of Commercial Arbitration according to the Regulations of the Court. The seat of the Court of Arbitration shall be Vilnius. The number of arbitrators shall be three. The language of arbitration shall be Lithuanian.

13.7. If any provision of the Agreement is fully or partially invalid or becomes invalid due to its contradiction to the applicable legal acts or due to any other reason, the remaining provisions of this Agreement shall remain in effect to the full extent. In this case, the Parties shall conduct bona fide negotiations and aim at replacing the aforementioned fully or partially invalid provision with another valid provision which, to the extent possible, would allow achieving the same legal and economic result as the provision of this agreement, which would be replaced in this way.

13.8. Neither of the Parties may transfer any of its rights or obligations under this Agreement.

13.9. This Agreement is being executed in 2 (two) counterparts in the Lithuanian language, with 1 (one) counterpart to be handed to each Party.

**14. Appendices to the Agreement:**

14.1. The appendices to this Agreement indicated below shall form an integral part of this Agreement.

**Appendix No 1.** The consent to be a candidate and the Declaration of Interests of the Board Member;  
**Appendix No 2.** The Confidentiality Agreement with the Board Member.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written herein:

**On behalf of the Company:**

**The Board Member**

\_\_\_\_\_  
[name, surname]  
[position, date]

\_\_\_\_\_  
[name, surname, date]

L. S.

**THE STANDARD TERMS AND CONDITIONS OF THE AGREEMENT OF THE INDEPENDENT BOARD MEMBER ON THE ACTIVITIES IN THE BOARD OF THE PUBLIC LIMITED LIABILITY COMPANY AMBER GRID (WITH REMUNERATION):**

**THE AGREEMENT OF THE INDEPENDENT BOARD MEMBER ON THE ACTIVITIES IN THE BOARD OF THE PUBLIC LIMITED LIABILITY COMPANY AMBER GRID**

This agreement on the activities of the Board Member of Amber Grid (hereinafter referred to as “**the Agreement**”) was concluded between the parties indicated below on [●] (date) [●] (month) 20[●]:

**public limited liability company Amber Grid**, a public limited liability company established and acting in accordance with the laws of the Republic of Lithuania, code 303090867 in the Register of Legal Entities, registered office address: Savanorių pr. 28, LT-03116 Vilnius, Lithuania (hereinafter referred to as “**the Company**”), represented by [position, name, and surname], acting in accordance with the Articles of Association of the Company as well as in accordance with the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]),

and

[●], personal identification number [●], residing at [●] (hereinafter referred to as “**the Independent Board Member**”).

Hereinafter the Company and the Independent Board Member shall be jointly referred to as “**the Parties**”, and each individually – as “**the Party**”.

**WHEREAS:**

- (G) The Independent Board Member, by the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]), was elected to the Board of the Company;
- (H) By the decision of the General Meeting of Shareholders of the Company held on [●] (date) [●] (month) 20[●] (Minutes No [●]), the form of this Agreement as well as the specific extent and maximum amount of the remuneration of the Independent Board Member were approved;
- (I) By the Agreement, the Company and the Independent Board Member intend to establish the principles of the activities of the Independent Board Member and stipulate the rights, obligations, and responsibility of the Independent Board Member for the activities in the Board as well as the principles of the remuneration for the activities of the Independent Board Member and material conditions and means necessary for the execution of the duties of the Independent Board Member;

**AND ACTING PURSUANT TO THE FACT THAT:**

- (J) The criteria established in the Management Code of the companies listed in NASDAQ Stock Exchange and other requirements of applicable legal acts in respect of independent board members of the Company which, among other aspects, establish that a board member of the Company should be considered as independent only in those cases when he/she is not bound by any business, family, or other relations with the Company, the shareholder controlling the Company or their administration, due to which a conflict of interests arises or may arise and which may affect the opinion of the member;
- (K) The Independent Board Member has confirmed, in accordance with the established procedure, his independent status in accordance with the requirements of paragraph (D),

**THE PARTIES AGREE ON THE FOLLOWING:**

**15. The duties of the Independent Board Member**

15.1. By this Agreement, the Independent Board Member shall undertake to perform the duties of an independent board member of the Company arising from the applicable legal acts, the Articles of

Association of the Company as well as decisions of the General Meeting of Shareholders of the Company, the Work Regulations of the Board of the Company, and other internal documents of the Company, and also with regard to the fact that the Company belongs to the common group of companies EPSO-G, whose parent company is UAB EPSO-G (hereinafter referred to as **“the Parent Company”**), common documents of this group of companies approved in the Company in accordance with the established procedure, and acting jointly with other persons elected to the Board of the Company, to address matters assigned to the competence of the Board of the Company and perform other duties assigned to the Board of the Company.

15.2. The Independent Board Member shall undertake to act properly, effectively, and economically and to perform his/her duties in accordance with the highest professionalism standards, while acting to the benefit of the Company and all shareholders of the Company and striving for the goals of the activities of the Company established in the Articles of Association of the Company and other internal documents of the Company. The Independent Board Member must ensure that the duties of a board member established in the applicable laws and other legal acts as well as in the Articles of Association of the Company are implemented uninterruptedly.

15.3. The Independent Board Member must perform his duties personally and does not have the right to transfer or commission the performance of all or part of the duties of the Independent Board Member to any third parties.

15.4. The Independent Board Member shall have the following duties:

15.4.1. To act fairly and reasonably in respect of the Company, other bodies of the Company, and shareholders of the Company;

15.4.2. To be loyal to the Company;

15.4.3. To act in the interests of the Company and all its shareholders;

15.4.4. To preserve the commercial (industrial) secrets and confidential information of the Company;

15.4.5. To avoid conflicts of interests between the interests of the Company and the Independent Board Member (including third parties, to whose benefit the Independent Board Member is obliged to act);

15.4.6. Not to use, in his/her own interests or interests of any third parties, any information which the Independent Board Member became aware of in the course of the performance of his/her duties as of an independent board member;

15.4.7. In accordance with the established procedure, to provide information for the evaluation of his/her activities performed by the Board and participate in the procedures of the evaluation of his/her activities performed by the Board;

15.4.8. For the effective planning and organising of meetings of the Board, to inform the Company in advance about planned vacations, business trips, or any other occupation, which may prevent him/her from participating in the scheduled meetings of the Board of the Company or planned meetings of the Board of the Company, of which he/she was informed properly in advance;

15.4.9. The Independent Board Member must refrain from any public statements, publications, comments on his/her activities in the Board of the Company and/or in the Company, which have not been coordinated with the Company in accordance with the procedure established by legal acts and, taking into account the fact that the shares of the Company are listed on a stock exchange, also not to disclose, either publicly or to any third parties, any information, which, in accordance with the applicable legal acts, would be considered as information constituting a material event or any other information which may affect the value of the shares of the Company either directly or indirectly, except for the cases explicitly provided for by laws, where such cases are related to the proper performance of his/her direct duties as of an independent board member;

15.4.10. If the Independent Board Member, by a decision of the Board of the Company, is appointed to perform certain specific tasks, or to be constantly or temporarily in charge of certain matters assigned to the competence of the Board, the Independent Board Member must constantly provide the other board members with information on the task being performed by him/her, matter(s) he/she is in charge of, draw up reports in accordance with the procedure established by the Board of the Company, and present them for consideration by the Board of the Company;

15.4.11. To independently deepen his/her knowledge and improve qualification, which is necessary for the proper performance of the duties of the Independent Board Member of the Company and for the comprehensive understanding of the activities of the Company, effective fulfilment of tasks, and professional decision-making;

15.4.12. To perform other duties, which are established by the applicable legal acts, the Articles of the Association of the Company, and Work Regulations of the Board of the Company.

15.5. The Independent Board Member shall have the following rights:

15.5.1. To receive from the Company and its bodies, free of charge, all information and documents available to the Company, which are necessary for the performance of his/her duties in the Board of the Company;

15.5.2. To receive remuneration, to the extent established in this Agreement, for the proper performance of the duties of the Independent Board Member;

15.5.3. The right of the initiative to convene a meeting of the Board of the Company and the right to propose issues to the agenda of the meeting of the Board being initiated or convened, in accordance with the procedure established by the Articles of Association and effective legal acts;

15.5.4. To use the premises, working equipment, and other resources of the Company which are necessary to ensure the proper activities of the Independent Board Member;

15.5.5. As well as other rights, which are granted by the applicable legal acts, the Articles of the Association of the Company, and Work Regulations of the Board of the Company.

## **16. Participation in meetings of the Board of the Company**

16.1. The Independent Board Member must participate in all meetings of the Board, except for cases when it is impossible due to important valid reasons. In such exceptional cases, the Independent Board Member, who is unable to participate in a meeting of the Board directly, must vote in writing in advance or vote by means of telecommunication facilities in accordance with the procedure established by the Work Regulation of the Board of the Company or, when it is impossible to vote in writing in advance or vote by means of telecommunication facilities, must authorise another Board Member, in accordance with the procedure established by legal acts, to vote instead of him/her.

16.2. The Independent Board Member must always arrive to meetings having familiarised himself/herself with the agenda and all information and documents provided to him in relation to the issues under consideration. The Independent Board Member must actively participate in the consideration of issues provided by the agenda of the meeting, state in writing or orally his/her position on issues under consideration, and provide reasoned proposals on resolution of the issues under consideration.

## **17. Voting at meetings of the Board of the Company**

17.1. The Independent Board Member must vote either "for" or "against" each issue considered on a meeting of the Board of the Company, except for cases when the meeting of the Board of the Company decides on an issue relating to his/her activities in the Board of the Company or responsibility of the Independent Board Member, or other cases when, according to the applicable laws, the Independent Board Member may not vote or his/her voting would cause a conflict of interests of the Company and the

Independent Board Member. In such case, the Independent Board Member must retreat and refrain from participating in consideration and/or decision on a specific issue by the Board of the Company.

17.2. The Independent Board Member does not have the right to refuse to vote or to refrain from voting, except for the cases established by legal acts, when the Independent Board Member must refuse to vote (to retreat from voting). Also, the Independent Board Member does not have the right to authorise any other persons to vote for him/her other than in the exceptional cases discussed in this Agreement.

## **18. Provision of technical and organisational means to ensure the activities of the Independent Board Member**

18.1. The Company shall ensure that in the course of the performance of his/her duties, the Independent Board Member, when required, could use the premises, working equipment, and other resources and means of the Company which are necessary to ensure the proper activities of the Independent Board Member. In this case, the Independent Board Member must inform the Company about the existing needs in advance, in accordance with the procedure established by internal legal acts.

## **19. Non-existence of a conflict of interests and the right to be engaged in other work**

19.1. The consent of the Independent Board Member to be a candidate to the members of the Board of the Company and the Declaration of Interests, wherein all circumstances due to which a conflict of interests of the Independent Board Member and the Company may arise, shall be attached to this Agreement as an appendix. In the case of occurrence, during the period of validity of the Agreement, of any circumstances other than those specified in the documents attached to the Agreement, due to which a conflict of interests of the Independent Board Member and the Company may arise (including the compliance of the Board Member of the Company with the requirements for the independent status), the Independent Board Member must immediately inform the Board of the Company and the Company about such new circumstances in writing.

19.2. The Independent Board Member may be engaged in other work or hold another position, which would be agreeable with the activities in the Board of the Company, including but not limited to holding managerial positions in other legal entities, work in state or statutory service, only having informed the Board of the Company about that in advance and received prior consent of the Board of the Company, except for pedagogical, creative and author activities, participation in professional associations uniting energy workers and energy companies or gas transmission operators, participation in civil society organisations, which are associated exclusively with the satisfaction of personal and/or family needs, in which respect the aforementioned consent of the Board of the Company is not required.

19.3. By signing this Agreement, the Independent Board Member confirms his/her independent status as that of an independent board member according to the criteria established in the Management Code of the companies listed in NASDAQ Stock Exchange and other requirements of applicable legal acts in respect of independent board members of the Company. At the request of the Company, the Independent Board Member must additionally confirm his/her independent status by providing information evidencing that fact.

## **20. Non-existence of labour relations**

20.1. The Parties confirm hereby that by this Agreement, civil legal relations between the Independent Board Member and the Company are established. This Agreement may not be interpreted as forming any labour relations between the Parties. Respectively, the Independent Board Member may not be considered as an employee of the Company and is not subordinate or responsible to the administration of the Company. According to this Agreement, the Independent Board Member shall act only as the Board Member and assume entire responsibility for the performance of his/her duties as an independent board member of the Company and for the proper execution of this Agreement.

## **21. Additional limitations related to mandatory requirements of legal acts in respect of the separation of natural gas transmission activities:**

7.5. The Independent Board Member shall undertake to comply, during the whole period of validity of the Agreement, with the additional limitations related to the separation of natural gas transmission activities, including but not limited to:

- 7.5.1. Not to participate in the supervisory and management bodies of a company carrying out natural gas production, distribution, supply and/or electricity production, supply activities, and not to be a member of the administration of such a company;
- 7.5.2. Not to control, either directly or indirectly, an entity carrying out natural gas production, distribution, supply and/or electricity production, supply activities, or not to have any rights in respect of such an entity (the aforementioned rights first of all cover the authorisations to use voting rights, authorisations to appoint members of supervisory bodies, management bodies, and administration, management or disposal of a block of shares granting more than 5 percent of shares and votes in the general meeting of shareholders of the company);
- 7.5.3. When taking decisions, to act at his/her own discretion, independently from the commercial or other interests of any other entities carrying out natural gas production, distribution, supply and/or electricity production, supply activities, or interested parties;
- 7.5.4. According to his/her competence, to take all required measures in order to ensure compliance with the requirements of the applicable legal acts related to the separation of natural gas transmission activities.

7.6. The Independent Board Member also shall undertake not to work himself/herself and shall undertake to ensure that his/her family members do not work on the grounds of an employment contract or civil contract, during the period of validity of the Agreement, in any companies carrying out gas production and/or electricity supply activities. This limitation, among other aspects, shall include the provision of any consultations or other intellectual services to the aforementioned companies.

7.7. With regard to the facts that, according to the Articles of Association of the Company, the following may not be the Independent Board Member of the Company: (i) a person holding the position of a member of a supervisory body, management body, or administration in an energy company carrying out electricity production and/or supply activities or natural gas production and/or supply activities, or participating otherwise in the management or supervision of these companies; (iv) officers and employees of institutions regulating the activities of entities operating in the field of the provision of energy services and performing state energy supervision; (v) other persons who may not hold these positions in accordance with the effective legal acts, the Independent Board Member shall undertake to avoid such circumstances and, in the case of their occurrence, to immediately inform the Board and the Company about their occurrence and to immediately resign from the Board of the Company and, from the moment of their occurrence to the moment of his/her resignation, retreat from taking any decisions which may cause a conflict of interests with his/her activities in the Board of the Company.

## **22. Intellectual property**

22.1. The Parties agree hereby that property rights and, to the extent as it is not prohibited by the applicable legal acts, non-property rights to all items of intellectual or industrial property created by the Independent Board Member during the period of validity of this Agreement, which are directly related to the activities of the Independent Board Member in accordance with this Agreement, including copyright objects, trade and service marks, products and industrial design as well as other items created during the performance of the duties of the Independent Board Member shall fully, automatically, indefinitely, and irrevocably become and are the exclusive property of the Company without any additional remuneration to the Independent Board Member, except for that to be paid in accordance with the provisions of Article 23 of this Agreement.

22.2. For the purpose of clarity, the Parties clearly agree hereby that the remuneration to the Independent Board Member for the creation of the intellectual property objects specified in Paragraph 8.1 of this Agreement is included in the remuneration payable to the Independent Board Member in accordance with the provisions of Article 23 of this Agreement, and the Company shall have the right to

dispose of such items exclusively at its own discretion, without paying the Independent Board Member any additional remuneration.

### **23. Remuneration and compensation of expenses incurred**

23.1. The Company shall undertake to pay for the activities of the Independent Board Member a remuneration of EUR 50 (fifty) (before taxes) for an actually spent 1 (one) hour in the performance of the activities of the Independent Board Member, however, in all cases, not more than EUR 1000 (one thousand) (before taxes) per calendar month.

23.2. The remuneration shall be paid each month within 15 (fifteen) calendar days from the day of the signing of the Statement of Acceptance and Transfer. After the end of the calendar month, during which the Independent Board Member performed the activities of a board member, the Independent Board Member must provide the Company, not later than by the 5<sup>th</sup> day of the current calendar month, with the Statement of Acceptance and Transfer and the invoice for his/her activities as the Independent Board Member. In the Statement of Acceptance and Transfer, the Independent Board Member must specify the details of the time actually spent during the month in the performance of the activities of the Independent Board Member as well as the character of the activities. Upon receipt of the Statement of Acceptance and Transfer, the Company has the right to request specification of the information indicated therein.

23.3. All payments in accordance with this Agreement shall be made by transfer to the bank account of the Independent Board Member specified in Article 12.1 of the Agreement.

23.4. The remuneration payable to the Independent Board Member shall include all taxes and payments, except for VAT. All taxes and payments payable by the Independent Board Member (including those which may be established in future), as far as it is related to the receipt of the remuneration in accordance with this Agreement, shall be calculated and paid by the Company, by transferring them in the name of the Independent Board Member or of its own to the institutions administering the respective taxes and payments, except for cases when effective legal acts provide for a different procedure.

23.5. In case when the Independent Board Member, in accordance with the effective legal acts, should register individual activities allowing the provision of the services provided for in this Agreement, the Company shall undertake to pay the remuneration to the Independent Board Member only when the Company has a copy of the Individual Activity Certificate or another document, provided to the Company by the Independent Board Member, in accordance with the effective legal acts allowing the performance of the activities in accordance with this Agreement. In this case, the Independent Board Member must pay all taxes, including VAT, by his own, unless effective legal acts establish otherwise.

23.6. If this Agreement ceases to be in force on any grounds, the Independent Board Member must be paid the remuneration for the time actually spent in the performance of the activities of the Independent Board Member until the day of the termination of the Agreement. The Company, acting in compliance with the terms and conditions established in this chapter, shall undertake to settle with the Independent Board Member in full within 1 (one) month from the day of the expiration of the validity of this Agreement.

23.7. If reasonable expenses need to be incurred in the course of the performance of the duties of the Independent Board Member (including but not limited to travel, accommodation outside the place of the activities of the Company, transport, catering during travel, where necessary, expenses of reasonable fees for the services of external advisers, auditors, lawyers, etc.) related to the performance of the duties of the Independent Board Member, the Company shall undertake to cover such substantiated actually incurred expenses directly or compensate them to the Independent Board Member according to the documents substantiating these expenses, provided that they were discussed in advance and were coordinated with the Company in accordance with and within the time limits established by internal legal acts.

### **24. Responsibility of the Parties to the Agreement and compensation for damages**

24.1. The Company shall undertake to indemnify and hold harmless the Independent Board Member against any damages or loss (including reasonable expenses for legal assistance), which may be incurred by the Independent Board Member due to any reason related to the activities of the Independent Board

Member in the Board of the Company, except for cases when such damages or loss arose to the Independent Board Member due to fault or gross negligence of the Independent Board Member.

24.2. During the period of validity of this Agreement, the Company shall undertake to cover the Independent Board Member with insurance of the civil liability of bodies of legal entities.

24.3. The Independent Board Member undertakes to indemnify and hold harmless the Company, in an uncontested procedure, against any damages or loss (including reasonable expenses for legal assistance), which it may incur due to an infringement of this Agreement committed by the Independent Board Member and/or claims of third parties, including the shareholders of the Company, related to the activities of the Independent Board Member in the Board of the Company or to results of those activities, when such damages or loss arose to the Company due to deliberate actions or gross negligence of the Independent Board Member.

24.4. If the Independent Board Member infringes the additional limitations provided for in Article 7 of this Agreement, the Company shall also have the right to require the Independent Board Member who infringed such limitations to pay, in a non-judicial dispute settlement, a penalty of EUR 3000 (three thousand euros) for each case of infringement.

24.5. Other agreements concluded between the Independent Board Member and the Company may provide for the obligation of the Independent Board Member, by agreement of the Parties, to adhere to obligations similar to those provided for in Article 7 of this Agreement, which would also apply after the expiration of this Agreement, with payment of compensation to the extent agreed upon by the Parties.

## **25. Right to receive information and confidentiality**

25.1. The Independent Board Member has the right to familiarise himself/herself with all documents of the Company and its direct and/or indirect subsidiaries and with all information of the Company and its direct and/or indirect subsidiaries (except for such documents and information which is related, either directly or indirectly, to the data, documents and/or information of the counterparties of the Company and its direct and/or indirect subsidiaries which is received, learned, or received in another lawful way, in accordance with the procedure established by legal acts, for the counterparties of the Company and its direct and/or indirect subsidiaries), which, at the request of the Independent Board Member, may be systematised in accordance with the reasonable criteria indicated by the Independent Board Member. If the company does not have the documents or information of the Company and its direct and/or indirect subsidiaries requested by the Board Member, the Company shall undertake to immediately take action in order to receive such documents and information, including such with the exercise of the rights granted by the shares of the subsidiaries in its possession.

25.2. During the period of validity of this Agreement as well as during an unlimited period after its expiration, the Independent Board Member shall undertake to keep confidential the confidential information of the Company and not to disclose it, without the prior written consent, to any third Party. The list of the information to be considered as confidential shall be approved by the Board of the Company.

25.3. Together with this Agreement, but not later than before the beginning of his/her activities in the Board of the Company, the Independent Board Member shall sign a confidentiality agreement not to disclose the commercial secrets and confidential information of the Company. That agreement shall be considered to form an integral annex to this Agreement.

## **26. Notifications and other information**

26.1. All notification, requests, written demands or other documents according to this Agreement ("Notifications") shall be sent to the following addresses:

### **To the Company:**

To the public limited liability company Amber Grid  
Savanorių pr. 28, LT-03116 Vilnius, Lithuania

### **To the Independent Board Member:**

[address]

[e-mail]

Other information of the Independent Board Member:

[bank account No]

[bank].

26.2. All Notifications according to this Agreement shall be considered as have been delivered properly when they are delivered to the addresses indicated above, with acknowledgement of receipt by signature (receipt by the Company shall be acknowledged by employees, members of the management bodies of the Company or other persons authorised by the Company), or are sent by registered or courier post. Each Party shall be obliged to inform the other Party about any changes of its address, bank account, or other data indicated in this Agreement not later than within 5 (five) days from such change. If the Party fails to inform about the change in the address, the sending of the Notification to the latest available address shall be considered as proper.

## **27. Closing provisions**

27.1. This Agreement shall enter into effect from the moment of signing hereof and shall remain in effect until one of the following dates, whichever is earlier:

27.1.1. the expiration of the term of office of the Independent Board Member as an independent member of the Board of the Company; or

27.1.2. the revocation of the Independent Board Member from the Board of the Company or revocation of the whole Board of the Company; or

27.1.3. the resignation of the Independent Board Member or his/her inability to continue to perform the duties;

27.1.4. The Independent Board Member himself/herself informs, or the Board decides on the grounds of other substantiated information, that the Independent Board Member has ceased to be independent (when he/she was elected as an independent board member);

27.1.5. The termination of the performance by the Independent Board Member of the duties as an independent member of the Board of the Company on other grounds.

27.2. The provisions of the Agreement regarding intellectual property, confidentiality, compensation of damages, settlement, applicable law, and resolution of disputes shall survive the expiration of this Agreement.

27.3. The Independent Board Member shall undertake to transfer to the Company, not later than on the day of the expiration of the Agreement, (a) all documents possessed by him/her that were received or created during the performance of the activities (including but not limited to correspondence, notifications, agreements, and other documents as well as computer disks, memory keys and cards, software, and other optically or electronically readable information media) and (b) all passwords, keys, stamps, credits cards, property and other items owned by the Company or possessed by the Company on other grounds that were transferred to the Independent Board Member for possession and/or use in relation to his/her activities in the Board of the Company. At the written request of the Company, the Independent Board Member shall undertake to provide a written confirmation of the proper fulfilment of the obligations provided for in this paragraph.

27.4. Any amendments or supplements to this Agreement must be made in writing and duly signed by both Parties.

27.5. The interpretation, application of this Agreement and its terms and conditions as well as the resolution of issues related to its infringement, validity, or invalidity shall be governed by the law of the Republic of Lithuania.

27.6. All disputes, disagreements or claims arising from this Agreement or in relation to this Agreement as well as to violation, termination or validity hereof shall be resolved by means of negotiations. If the Parties fail to amicably settle a dispute within 30 (thirty) calendar days, the dispute shall be finally settled at Vilnius Court of Commercial Arbitration according to the Regulations of the Court. The seat of the Court of Arbitration shall be Vilnius. The number of arbitrators shall be three. The language of arbitration shall be Lithuanian.

27.7. If any provision of the Agreement is fully or partially invalid or becomes invalid due to its contradiction to the applicable legal acts or due to any other reason, the remaining provisions of this Agreement shall remain in effect to the full extent. In this case, the Parties shall conduct bona fide negotiations and aim at replacing the aforementioned fully or partially invalid provision with another valid provision which, to the extent possible, would allow achieving the same legal and economic result as the provision of this agreement, which would be replaced in this way.

27.8. Neither of the Parties may transfer any of its rights or obligations under this Agreement.

27.9. This Agreement is being executed in 2 (two) counterparts in the Lithuanian language, with 1 (one) counterpart to be handed to each Party.

**28. Appendices to the Agreement:**

28.1. The appendices to this Agreement indicated below shall form an integral part of this Agreement.

**Appendix No 1.** The consent to be a candidate and the Declaration of Interests of the Independent Board Member;

**Appendix No 2.** The Confidentiality Agreement with the Independent Board Member.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written herein:

**On behalf of the Company:**

**The Independent Board Member:**

\_\_\_\_\_  
[name, surname]

[position, date]

L. S.

\_\_\_\_\_  
[name, surname, date]