

I. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of the Agreement form a part of the Agreement (as defined below) and shall apply to all Services (as defined below) provided by the Company to the Client.

By signing Service Order or by using the Services the Client agrees to be bound by these General Terms and Conditions. If the Client does not agree to any of these Terms and Conditions, the Client must immediately cease to use any Services.

1. DEFINITIONS

1.1. Capitalized terms in the Agreement shall have the following meaning, unless the context otherwise requires:

Affiliate	means any person directly or indirectly, through one or more intermediaries, controlled by or under common control with the Party. The term Affiliate shall be considered to include natural persons, legal persons and any other persons or groups of persons without legal personality. A legal person and any other person or group of persons without legal personality shall be regarded as being in control of another person if it: <ul style="list-style-type: none"> (i) owns, directly or indirectly, more than 50 % (fifty percent) of (a) the share capital of the person or (b) the voting rights in the person's shareholders' meeting or equivalent corporate body (if applicable), or (ii) otherwise possesses, directly or indirectly, the power to determine the composition of the majority of, or the outcome of decisions on financial or operating policies by the board of directors or other governing authority of the person.
Agreement / Services Agreement	means this Agreement between the Company and the Client, which consists of these General Terms and Conditions, Service Orders, any annexes and / or any amendments thereof made by the Parties in writing.
Business Day	means any day from Monday to Friday, during which commercial banks of the Republic of Lithuania perform business transactions.
Client	means the client indicated in the respective Service Order (and its Affiliates) concluded by and between the Client and the Company for the respective Services.
Company	means UAB "AviationCV.com", a limited liability company, established and acting under the laws of the Republic of Lithuania, legal entity code: 302615625 and having its registration address at Dariaus ir Girėno g. 21, Vilnius Lithuania.
Competent Supervision Authority	means State Data Protection Inspectorate, address A. Juozapavičiaus g. 6, 09310 Vilnius, the Republic of Lithuania, tel. No. (8 5) 271 2804, 279 1445, e-mail: ada@ada.lt.
Confidential Information	means information contained in the Service Order or related to it, as well as any information disclosed by either Party to other Party, whether deliberately or by accident during the provision of Services or as a result thereof.
EEA	means the European Economic Area.
EU	means the European Union.
Fee	means the price payable by the Client to the Company for the relevant Services, agreed and indicated in the relevant Service Order for such Services.
Force Majeure	means the circumstances, which were beyond the Party's control and could not have been expected on the Signature Date and / or the signature of the relevant Service Order date and arising of such circumstances or consequences could not be prevented, including, but not limited to, war, riot, labour disputes, strikes, lockout, governmental regulation, etc.
GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural

	persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Official text of the GDPR is published on the website https://eur-lex.europa.eu/eli/reg/2016/679/oj .
General Terms and Conditions	means these general terms and conditions of the Agreement.
Independent Controller	means the controller who does not process personal data on behalf of others but does so far for its own purpose.
Parties	means the Company and the Client collectively.
Party	means the Company and the Client separately.
Payments	means Fee, all payments and other fees, indicated in the respective Service Order for the relevant Services, payable by the Client to the Company in relation to the performance of the Services under this Agreement.
Services	means services to be provided by the Company to the Client, provision of which may be agreed by the Parties in respective Service Orders.
Service Order	means the document signed by the Parties, wherein the detailed terms and conditions of the provision of the Services under this Agreement are specified and agreed upon.
Sites	means the websites aerotime.aero, aviationcv.com and all other websites as well related sub-domains of these websites, controlled by the Company.
Social Media	means all forms of social media (including, but not limited to, Facebook, Instagram, Twitter, Google+, LinkedIn, Youtube) selected at the sole discretion of the Company, unless particular social media channel is explicitly indicated in the respective Service Order by the Client.

- 1.2. In the Agreement, unless the context otherwise requires, words denoting the singular include the plural and *vice versa*.
- 1.3. Headings of the Agreement are for ease of reference only and do not affect interpretation.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The Parties agree that the Company shall provide the Client with the Services as specified in the Agreement and the Service Order and the Client undertakes to pay for the Services in a proper and timely manner as stipulated in the Agreement.
- 2.2. These General Terms and Conditions shall be applied to all Services rendered by the Company to the Client and relationship between the Parties regarding the provision of such Services under this Agreement, unless otherwise provided in the Service Order. The Service Order set forth special terms and conditions applicable solely to the respective Services as indicated in the respective Service Order.

3. ORDERS AND PROVISION OF THE SERVICES

- 3.1. The respective Services shall be ordered by the Client completing the particular Service Order and submitting it to the Company. The Company shall review such Service Order, supplement it (if necessary) and return the Service Order to the Client. If the Client agrees with the submitted Service Order, it shall be signed by both Parties.
- 3.2. For the avoidance of doubt, the Parties agree that Services shall include (if ordered by the Client according to the relevant Services Order):
- 3.2.1. preparation of the multimedia content, articles, marketing materials, newsletters;
 - 3.2.2. publication of the multimedia content, articles, marketing materials, newsletters, banners/buttons, backlinks to the Client's website in the Sites and / or Social Media;
 - 3.2.3. search and collection of the data, material and / or any other information necessary for proper provision of the Advertising Services;
 - 3.2.4. communication with the experts or aviation authorities, preparation and performance of surveys;
 - 3.2.5. consultation regarding advertising, marketing and media inquiries and services;
 - 3.2.6. buying of advertising and media services on third parties websites and other communication channels, in the name of the Client.

- 3.3. The Company shall commence the provision of the relevant Services to the Client when:
 - 3.3.1. the relevant Service Order is concluded in writing, including that the Client provided the required information, and it is signed by the authorized representatives of the Client and the Company; and
 - 3.3.2. the respective Fee is paid by the Client under payment terms indicated herein and in the relevant Service Order and such Fee is received by the Company in full as specified in the Clause 5.7 below unless otherwise agreed in the respective Service Order.
- 3.4. For the avoidance of doubt, the Parties agree, that the Company has no obligation to commence provision of the relevant Services until the Company has signed the relevant Service Order.
- 3.5. The Service Order shall be deemed properly concluded if the Parties exchange with the copies of the Service Order with handwritten signature transmitted by electronic means (through email in Portable Document Format (PDF), JPG, PNG or similar file).
- 3.6. Notwithstanding the above, if the Client starts using any Services without signing the respective Service Order, it shall be deemed that the Client by its conduct and concerned actions has accepted the relevant Service Order provided that the Company has submitted such Service Order to the Client in any form prior to commencement of the relevant Services. Accordingly, the Client shall comply with and perform all and any its undertakings under the Agreement, including, but not limited to, payment obligations.
- 3.7. Unless it is provided otherwise under the Agreement, the Company shall provide the relevant Services by selecting the methods and means of providing the Services that are most suitable for the Company.
- 3.8. The Company is entitled, without separate notice to the Client including without its separate consent, to hire subcontractors to perform any Services under this Agreement.

4. GENERAL OBLIGATIONS OF THE PARTIES

- 4.1. The Client shall:
 - 4.1.1. pay for the relevant Services provided by the Company in a proper and timely manner as stipulated in the Agreement and specified in the respective Service Order;
 - 4.1.2. cooperate with the Company in all matters related to the performance of the Services;
 - 4.1.3. provide the Company with all data, information and / or documentation necessary for timely performance of the relevant Services upon the request of the Company as soon as possible, but not later than within 3 (three) Business Days from the moment such request of the Company is received;
 - 4.1.4. make the decisions which are requested by the Company and respond to the questions submitted by the Company as soon as possible, but not later than within 3 (three) Business Days from the moment such request of the Company is received;
 - 4.1.5. ensure that no third parties' intellectual property rights of the provided data, information and/or documentation, including, but not limited to, the visual information, are breached and that all such data, information and documentation is under the possession of the Client legally;
 - 4.1.6. undertake confidentiality obligations set out in these General Terms and Conditions;
 - 4.1.7. act in accordance with its obligations set out in these General Terms and Conditions and relevant Service Order.
- 4.2. The Company shall:
 - 4.2.1. provide the Client with the Services as specified in these General Terms and Conditions and respective Service Order;
 - 4.2.2. inform the Client about the progress of the provision of the relevant Services upon the request of the Client.

5. PAYMENTS

- 5.1. The Fee for the particular Services shall be indicated in the respective Service Order and unless otherwise so stated therein, is exclusive of any VAT or any other taxes, which shall be payable in addition at the rate then prevailing.
- 5.2. The Client undertakes to pay to the Company the particular Fee in advance of the provision of the respective Services under payment terms indicated in the relevant Service Order.
- 5.3. The Company shall issue and send to the Client's e-mail specified in the Service Order an invoice in electronic form and without physical signature of the representative of the Company in respect of the completed provision of the relevant Services within 14 (fourteen) calendar days from the date the respective Services was provided by the Company to the Client. The

- original paper invoice with physical signature of the representative of the Company may be sent to the Client only upon the Client's explicit separate request and at expense of the Client.
- 5.4. The Payments under this Agreement shall be paid by the bank transfer to the bank account of the Company stipulated in the Service Order. The Client, when performing a bank transfer, in the field of the payment purpose (in the payment order) shall indicate the number of the relevant Service Order under which the respective Fee is executed. In case the Client fails to indicate number of the relevant Service Order in the field of the payment purpose, payments received by the Company shall be imputed in accordance with the Article 6.54 of the Civil Code of the Republic of Lithuania.
 - 5.5. The Payments are exclusive of any other present or future costs, taxes (such as VAT (if applicable), duties, imposts, deductions, with-holdings, banking charges and / or any other charges that may be levied from time to time by any government or any other authority. Should such expenditure be incurred by the Company, the Client shall compensate to the Company all such additional costs incurred.
 - 5.6. All and any Payments under this Agreement shall be made in EUR (euro) or USD (US dollars) and transferred to the Company's respective bank account indicated in the Service Order. The currency of all and any Payments for the respective Services shall be indicated in the particular Service Order and the Client shall perform the relevant Payment in the agreed currency. The Client shall also pay the bank charges incurred due to the transfer of the Payments.
 - 5.7. The obligation to perform relevant Payments shall be deemed fulfilled when respective amount is accumulated in the bank account of the Company.
 - 5.8. If any amount payable by the Client is not paid when due, such overdue amount shall bear interest at the rate of 0,1 % (one tenth of percent) per each day from the day of non-payment until the day such amount is paid in full.
 - 5.9. In case the Client fails to perform any Payments under the Agreement on the terms indicated in the relevant Service Order, the Company shall be entitled to suspend the provision of the relevant Services unilaterally without any prior notice and with immediate effect until relevant Payments under the Agreement are fully received by the Company.

6. LIABILITY

- 6.1. The Company shall not be liable to the Client for any direct, indirect or consequential loss, including, but not limited to, loss of contract, loss of use or loss of profits, of whatever description sustained by the Client, its Affiliates or any third party, or damage to property whatsoever and howsoever arising, directly or indirectly out of, or in consequence of, any act or omission of the Company in performance of the Agreement, except when such loss is caused by the wilful misconduct or gross negligence of the Company. Parties agree that the Company's fault shall not be presumed and shall be proven by the Client (Article 6.256(4) of the Civil Code of the Republic of Lithuania).
- 6.2. The Client hereby undertakes and agrees to indemnify and hold harmless the Company, its Affiliates, its directors, employees, servants or agents from and against (and agrees that the Client shall not make any claims against the Company in respect of) any and all liabilities, actions, claims, proceedings, costs, losses, damages, charges and expenses of whatsoever nature, including, but not limited to, reasonable legal fees, costs which the Client may sustain, incur or pay arising directly or indirectly out of or in connection with this Agreement.

7. COMPLIANCE

- 7.1. The Client represents, warrants and undertakes that:
 - 7.1.1. Neither the Client nor any of its directors, officers, employees, contract workers, assigned personnel, subsidiaries nor, to the best of the knowledge of the Client (having made due and careful enquiry), any agent, subcontractor, supplier or affiliate or other person associated with or acting on behalf of the Client is an individual or entity (the Person) that is, or is acting on behalf or for the benefit of the Person that is, or is owned or controlled by the Persons that are:
 - a) currently the subject or the target of any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdictions where the Company and the Client are incorporated, carry out business or this Agreement is performed or any governmental or regulatory authority, institution or agency of any of the foregoing, including but not limited to the Office of Foreign Assets Control of the U.S.

Department of the Treasury (OFAC), the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State, the United Nations Security Council, the Council of the European Union, HM Treasury or other relevant sanctions authority (including but not limited to the designation in the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List maintained by the US Department of Commerce, the UK Sanctions List, and the OFSI Consolidated List maintained by HM Treasury, or any other list issued or maintained by any foregoing sanctions authorities of persons subject to sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time) (collectively, the **Sanctions**); or

b) located, organised, operating or residing in a country, region or territory that is, or whose government is, the subject or the target of the Sanctions from time to time, including but not limited to Crimea, Cuba, Iran, North Korea, Sudan and Syria;

(each such Person is hereinafter referred to as the **Sanctioned Person**).

- 7.1.2. From its date of incorporation the Client has not engaged in, is not now engaged in, nor will engage in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was Sanctioned Person.
- 7.1.3. The Client shall not, directly or indirectly, use the benefit received from this Agreement including but not limited to services or goods acquired: (i) to facilitate any activities or business of or with any Person that is the Sanctioned Person; or (ii) in any other way or manner that would result in a violation of the Sanctions by the Company.
- 7.1.4. The Client and any Person that may be involved by the Client in the execution and/or the performance of this Agreement has complied and shall comply with all national, supra-national, local or foreign laws and regulations in relation to combatting against bribery, fraud and racketeering, corruption, money laundering and/or terrorism administered, enacted or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdiction where the Client is incorporated, carries out business or this Agreement is performed (collectively, the **ABC/AML Laws**) and that neither the Client nor the Person that may be involved by the Client in the execution and/or the performance of this Agreement has violated, is in violation of, or will violate the ABC/AML Laws.
- 7.1.5. The Client has not been involved, will not be involved in, or attempt to be involved in modern slavery or human trafficking or agree or attempt to assist any person who is involved in modern slavery or human trafficking in any activity which would violate the UK Modern Slavery Act 2015 or any similar applicable law or regulation.
- 7.1.6. The Client has not received and shall not receive any convictions, findings, fines, warnings or penalties issued by any competent authority in relation to anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions.
- 7.1.7. If at any time the Client becomes associated with potential violations of anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions regulations, the Client shall promptly, but not later than within 5 (five) calendar days, notify the Company thereof in order to allow the Company to examine the situation and assess risks, whereupon the Company shall be entitled to terminate this Agreement pursuant to Clause.
- 7.1.8. The Client shall at its own expense, comply with all laws, ordinances, rules and regulations (including but not limited to the 10 principles of UN Global Compact and 4 fundamental principles of International Labour Organisation (ILO) and other pertaining to health, sanitation, fair trade, consumer protection or prevention of harm or damage to the natural or social environment in respect of the assets, business and operations of the Client), obtain all licenses, approvals and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and the Client shall not take any action which will cause the Company to be in violation of any law, regulation or ethical standard of any applicable jurisdiction.
- 7.1.9. The Client maintains at all times adequate systems, controls and procedures to ensure that it and its directors, officers, agents, employees, contract workers, subsidiaries, subcontractors or suppliers and any other persons associated with it comply with the Sanctions and the ABC/AML Laws.
- 7.1.10. The Client shall promptly upon request of the Company supply such information and documentation as is requested by the Company in order for the Company to carry out the verification of the Client and decide on the on-boarding of the Client pursuant to

the internal procedure applied by the Company to verify the identity of its counterparties, any Persons involved in the execution and/or performance of this Agreement, their key personnel and ultimate beneficial owners, risk assessment and on-boarding (the **KYC Procedure**).

- 7.1.11. Information and documentation conveyed by the Client during the KYC Procedure is true, accurate, complete and not misleading in any way and was provided without omission of any material information and the Client shall promptly, but not later than within 5 (five) calendar days, notify the Company of any changes to any information and documentation during the KYC Procedure or if it subsequently discovers anything which renders any such information untrue, inaccurate or misleading in any material respect, whereupon the Client shall repeatedly undergo the KYC Procedure.
- 7.2. The representations and warranties made by the Client in Clause 7.1 are continuing and shall be true at the time of execution of this Agreement as well as at all times during validity of this Agreement. In case of any disagreements as to the Client's compliance with provisions of Clause 7.1, the Client at its own expense shall cause to be furnished to the Company a legal opinion of a reputable law firm satisfactory to the Company, clarifying the status of the foregoing.
- 7.3. The Client shall indemnify and hold the Company harmless against any losses, damages, fees, costs and expenses (including but not limited to any legal costs) incurred by the Company as well as any monetary sanctions arising out of or in connection to incorrectness, inaccuracies in any Client's representations or warranties set out in, or any failure of the Client to comply with any provisions of Clause 7.1 (each, the **Compliance Breach**).
- 7.4. Upon occurrence of any Compliance Breach, the Client shall be deemed as having committed a material breach of this Agreement, whereupon shall be entitled, by giving a written notice to the Client with immediate effect, to:
 - 7.4.1. unilaterally suspend performance of the Company's obligations under this Agreement until the Compliance Breach is remedied to the full satisfaction of the Company;
 - 7.4.2. declare all sums owing to the Company under this Agreement immediately due and payable
 - 7.4.3. demand that the Client reimburses, and the Client shall promptly but no later than within 5 (five) calendar days upon the Company's notice reimburse, any losses, damages, fees, costs and expenses (including but not limited to any legal costs) suffered or incurred by the Company as a result of or in connection with any Compliance Breach; and/or
 - 7.4.4. unilaterally terminate this Agreement on an out of court basis.
- 7.5. The rights and remedies of the Company set out in Clause 7.4 may be exercised concurrently or in any order and are not exclusive of any other rights or remedies available to the Company by agreement, law or otherwise nor shall give rise to any Company's liability in connection with their exercise.
- 7.6. Without prejudice to Clause 7.4, the Company shall be entitled, by giving a written notice to the Client effective immediately, to unilaterally terminate this Agreement on an out of court basis if at any time the Company becomes aware of any relationship of the Client with the Sanctioned Person or any association of the Client in potential anti-bribery and corruption, anti-money laundering, modern slavery regulations violations, which at the Company's sole discretion entail an undue financial, reputational, operational, strategic or regulatory risk to the Company, whereupon all sums owing to the Company under this Agreement shall become immediately due and payable.
- 7.7. With regard to the Compliance Breach which is a breach of Clause 7.1.8, the Company shall be entitled to terminate this Agreement only if it has not been remedied by the date falling 60 (sixty) calendar days from such breach being notified by the Company.

8. CONFIDENTIALITY

- 8.1. The Parties undertake throughout the validity of the Agreement and thereafter to keep and not disclose or communicate Confidential Information to any third party, except as provided herein.
- 8.2. The confidentiality obligations stipulated in the Agreement shall not extend to information:
 - 8.2.1. which shall be or become publicly available not through the fault of any of the Parties; or
 - 8.2.2. which was lawfully obtained from a third party who is lawfully in possession of such information and has the lawful right to disclose it; or
 - 8.2.3. which and to the extent that it is required to be disclosed pursuant to any applicable legal acts of the Republic of Lithuania, judicial order or the rules of governmental or other

- regulatory authority (or any requirement made pursuant to such rules) having the force of law; or
- 8.2.4. which and to the extent that it is required to be disclosed to the persons whose access to the information is required to perform the tasks pursuant to and in order to achieve the goals of the Agreement; or
- 8.2.5. which has been independently developed by or for the Party at any time, without the use of or reference to the Confidential Information.
- 8.3. Each Party acknowledges that any failure to comply with any of the requirements set out above will cause irreparable injury to the other Party and consents to the issuance of an injunction or other specific performance to protect the Confidential Information.
- 8.4. The Party, which receives the Confidential Information, shall use it only for the purposes of the implementation of this Agreement and shall maintain effective security measures to protect all Confidential Information in the possession or control of the receiving Party from unauthorised access, use, copying or disclosure.

9. NO USE OF NAME

- 9.1. The Parties agree that the Client shall not use the Company's name, trademarks, service marks, logos, trade names and / or branding without prior written consent of the Company. The Company, its Affiliates, the Company's parent company and / or the Company's shareholders may use the name of the Client and the fact of performance of the relevant Services in marketing and publicity materials (including, but not limited to, website articles, newsletters and / or letters to potential clients), as an indication of its experience and for internal and / or business purposes.

10. NOTICES AND OTHER COMMUNICATIONS

- 10.1. Any notices and any other communications provided hereunder shall be in writing and shall be delivered in person against signature or shall be sent to the respective address of the Party to whom the notice is given by either e-mail, mail or courier (postage prepaid and return receipt requested) indicated in the Service Order or to such other address as any Party hereto may have last specified by written notice to the other Party.
- 10.2. Notices are deemed to be properly delivered:
- 10.2.1. on the next Business Day after such notice is being emailed;
- 10.2.2. on the same day when delivered in person against signature;
- 10.2.3. on the date of actual receipt, when being sent by the registered mail or courier.
- 10.3. The delivery of the notices and any other communications to the address last indicated by the recipient Party shall be considered as proper if the receiving Party fails to inform the delivering Party about the changes of its address.

11. FORCE MAJEURE

- 11.1. The Parties shall not be liable to each other for any failure or delay in performance of this Agreement, if such failure was caused by Force Majeure.
- 11.2. If the conditions caused by the Force Majeure are temporary, the Party is not liable under this Agreement only for the period reasonably related to the impact of the Force Majeure causing the non-performance.
- 11.3. The Party excused from the performance due to Force Majeure shall:
- 11.3.1. inform the other Party not later than within 15 (fifteen) calendar days following the emergence of Force Majeure, and specify the anticipated time of the end of such Force Majeure;
- 11.3.2. submit documentation proved that the Party took all necessary steps and used its best efforts in order to minimize damages and negative consequences not later than within 7 (seven) calendar days following the emergence of Force Majeure;
- 11.3.3. immediately, however not later than within 2 (two) Business Days, notify the other Party about the termination of Force Majeure.
- 11.4. The Party is exempted from liability from the moment of the occurrence of Force Majeure, or if the Party has not submitted the notice about Force Majeure on time, then from the time of proper submission of such notice. If the Party does not provide the notice about the Force Majeure on time, it shall be liable for the other Party's damages, sustained due to such delayed notice.

12. AMENDMENTS OF THESE GENERAL TERMS AND CONDITIONS

- 12.1. The Company reserves the right to revise (including to modify, amend, supplement, cancel, annul) these General Terms and Conditions or any part thereof and any linked information from time to time at its sole discretion without prior notice to the Client. However, the Company shall announce amendments of these General Terms and Conditions publishing it on the Site. Revised General Terms and Conditions, or any part thereof, shall be deemed effective and applicable from the moment it is published on the Site, except when such amendments provide otherwise.
- 12.2. In no event shall the Company be held responsible for any damages or adverse effects incurred by the Client or any third parties due to unawareness of any amendments of these General Terms and Conditions. Therefore, the Company encourages the Client to check for any amendments of these General Terms and Conditions periodically. If after any amendment of these General Terms and Conditions or any part thereof the Client does not agree with respective changes, the Client is free to request termination as referred to in the Clause 14.7.
- 12.3. Reference to these General Terms and Conditions or any document comprising these General Terms and Conditions means a reference to a then valid edition of these General Terms and Conditions or any document comprising these General Terms and Conditions, unless clearly stated otherwise.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

- 13.1. This Agreement shall be governed and shall be construed in accordance with legal acts of the Republic of Lithuania.
- 13.2. All and any disputes, claims or disagreements arising hereunder between the Parties shall be settled by way of negotiations.
- 13.3. Where the Parties fail to resolve through negotiations any dispute, claim or disagreement arising out of or in connection with the Agreement, its validity, interpretation or breach or where such negotiations between the Parties are not commenced, such disputes, claims or disagreements shall be finally settled by competent courts in Vilnius, Lithuania.

14. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 14.1. This Agreement shall come into force upon the execution of the Service Order or from the moment the Client starts using the Services and shall be valid until the moment the Agreement is terminated pursuant to the terms hereunder.
- 14.2. Any and all amendments to or alterations of the Agreement shall only be valid and bind the Parties if made in writing and signed by both Parties. As of the day of signature they become an inseparable part of the Agreement.
- 14.3. If one or several provisions of the Agreement become void, unlawful or unenforceable, this shall not affect the validity, legality or enforceability of the remaining provisions, provided that in such case the Parties shall by written agreement replace the ineffective provision by the legally effective one, which in its consequences will approximate the ineffective provision as closely as possible.
- 14.4. This Agreement may be terminated upon mutual written agreement of the Parties.
- 14.5. The Company may unilaterally terminate the Agreement with immediate effect by giving written notice to the Client, if the Client:
 - 14.5.1. ceases to operate its business activity; or
 - 14.5.2. enters into liquidation or any form of insolvency (including, but not limited to, restructuring or bankruptcy) administration; or
 - 14.5.3. has a receiver, a manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.
- 14.6. The Company may unilaterally terminate the Agreement by giving 14 (fourteen) calendar days' prior written notice to the Client, if the Client is in default in the performance of its obligations under the Agreement provided that such default is not remedied by the Client within 14 (fourteen) calendar days upon written notice of the Company to the Client.
- 14.7. Either Party may unilaterally terminate the Agreement by giving 30 (thirty) calendar days' prior written notice to the other Party at any time.
- 14.8. The termination of the Agreement shall not relieve the Client hereto of any expenses or charges in respect of the Services accruing up to the date of such termination.

15. PERSONAL DATA PROCESSING

- 15.1. Each Party agrees to comply with GDPR and all acts amending or replacing it. For the purposes

of this Chapter, the terms „processing“, „personal data“, „controller“, „personal data breach“ and „data subject“ have the same meaning as in the GDPR.

- 15.2. In order to conclude and perform the Agreement, the Parties, as independent data controllers, process personal data of each other and/or their employees and/or representatives and/or participants (shareholders, etc.) and/or advisers, such as names, surnames, contact details, other personal data necessary for the conclusion of the Agreement, and its performance. The Parties undertake to ensure the confidentiality of personal data transferred for processing and upon occurrence of personal data breach that affected the security of the transferred personal data, to immediately notify the other Party whose data have been or may have been affected by the breach.
- 15.3. The Parties can process each other's contact (employees' and/or representatives') personal data for the purposes of direct marketing offering similar services or products. Processing of personal data for that purpose shall be described in the Privacy policy of the processing Party.
- 15.4. Personal data provided for the purposes of concluding and performance the Agreement will be processed and stored by the Parties for the duration of the Agreement. To ensure the protection of the legitimate interests of the Parties (e.g., legal claims arising from the Agreement or defense against such claims), the personal data provided by the Parties will be processed for no longer than is necessary to achieve this purpose. At the end of this period, the Parties shall retain information on the contractual relationship (including the personal data contained on it) for the statutory retention periods required by commercial and fiscal law. During this period, personal data may only be stored and processed only if state-authorized institutions or bodies carry out an audit or other legal process.
- 15.5. The Parties shall properly inform their employees and/or representatives and/or participants and/or advisors whose personal data are processed for the purpose of conclusion and performance of this Agreement and other purpose (if applicable).
- 15.6. If there is a relationship between the Parties regarding the processing of personal data or the regular transfer of personal data, the Parties shall enter into separate agreements on the processing or transfer of data, as appropriate.

16. FINAL PROVISIONS

- 16.1. The Client declares that before the conclusion of the Agreement it received comprehensive and intelligible information about the nature of provided Services, terms and conditions of the provision of all the Services and other information needed for the Client.
- 16.2. The Client may not assign the rights or obligations arising out of the Agreement to any third party without a prior written consent of the Company. The Parties agree and the Client provides its consent that the Company, upon 1 (one) month written notice to the Client, may assign all of its rights and obligations under the Agreement to any third party. In the event, such third party will be bound by all obligations of the Company vis a vis the Client.
- 16.3. The General Terms and Conditions, Service Orders or any other written documents comprising the Agreement shall prevail over any terms put forward by any of the Parties orally or otherwise (if not accepted by the other Party in writing, i.e. signing the separate additional agreement to this Agreement or particular Service Order by the authorized representatives of the Parties). Neither employee nor representative of the Company, nor the Client has the authority to vary the documents orally.
- 16.4. In case of discrepancies between the provisions of these General Terms and Conditions and relevant Service Order, the provisions of the Service Order shall prevail.
- 16.5. Those provisions that by their nature are intended to survive termination or expiration of this Agreement, including, but not limited to the relevant provisions in Sections 6 (Liability), 8 (Confidentiality) and 13 (Applicable Law and Dispute Resolution) hereof, shall survive the expiration or termination of this Agreement.