

DECLARATION OF THE SUPPLIER ON COMPLIANCE WITH COMPETITION LAW

Whereas:

- the Supplier, a legal or natural person of the Republic of Lithuania or of a foreign country, supplies goods to Palink UAB (registration No. 110193723, registered office address Lentvario g. 33, Vilnius) (hereinafter referred to as the **"Buyer"**) in accordance with the Agreement on Wholesale Purchase and Sale of Goods and/or another agreement on purchase and sale of goods concluded between the Parties (hereinafter referred to as the **"Agreement"**);
 - the Supplier is aware that the Buyer independently makes decisions regarding the conditions of the Buyer's commercial activities, including the conditions of activities performed by the Stores managed by the Buyer, and that compliance with the requirements of competition law is an important part of the Buyer's commercial policy, and therefore the Buyer seeks and takes all necessary measures to ensure effective compliance with competition law in the company;
1. therefore, the Supplier represents and warrants that:
 - 1.1. in its activities, it has complied, complies, and undertakes to comply in the future with all the requirements of competition law, including, but not limited to, prohibition to conclude restrictive agreements, prohibition to abuse its dominant position, prohibition to engage in practices of unfair competition, etc.;
 - 1.2. it has taken and will take all necessary measures to ensure that the requirements of competition law are observed when the Supplier performs its activities and shall ensure the proper informing of the responsible employees of the Supplier about such requirements of competition law, the training of and disciplinary action for such employees;
 2. When performing this Agreement, the Supplier undertakes to comply with all applicable requirements of the Law on Competition of the Republic of Lithuania and other provisions of competition law and not to take any actions that could be considered as a violation of competition law, including (but not limited to):
 - ✓ not to offer the Buyer¹ in any form to agree on and not to conclude an agreement with the Buyer on the resale prices of the Supplier's goods and other resale conditions in the stores managed by the Buyer;
 - ✓ not to encourage or force the Buyer in any form to comply with the recommendations on the resale conditions given by the Supplier or apply maximum resale prices indicated by the Supplier in the stores managed by the Buyer and not to influence the Buyer's pricing policy in any other way;
 - ✓ not to offer the Buyer in any form to agree on and not to conclude an agreement with the Buyer on exclusive purchase/supply conditions applicable to the Supplier or the Buyer (including during promotional campaigns);
 - ✓ not to provide the Buyer in any form and manner with relevant or future information about the prices, marketing, other activities, operating results, future and strategic plans, and other information of the Buyer's competitors and not to provide such information about the Buyer to the Buyer's competitors;
 - ✓ not to prevent the Buyer in any other form and manner from making independent decisions regarding the determination of resale prices and other resale conditions in the stores managed by the Buyer or regarding other conditions of the Buyer's activities.
 3. After becoming aware of an actual or planned (imminent) infringement of competition law, the Supplier undertakes to take immediate measures to put an end to the possible infringement and/or to prevent the negative consequences of the possible infringement and to reduce or, if possible, completely eliminate its possible effects.

After the signing of the Agreement, this Declaration becomes an integral part of the Agreement.

¹Including the Buyer's managerial (administrative) employees and any other employees of the Buyer and persons legally acting on behalf of the Buyer.