

COOPERATION AGREEMENT ON VAT RECOVERY FROM FOREIGN COUNTRIES

Agreement No LT/17-_____-_____/_____
 ____/____/2018

CUSTOMER INFORMATION, TERMS	
Company name:	
Company code:	
VAT No:	
Registered office address:	
Correspondence address:	
Bank name and account:	
New bank account for fast VAT refund:	
Manager, phone, e-mail:	
Contact person, phone, e-mail:	
Financier, phone, e-mail:	
Annual refundable VAT amount expected by the Customer, EUR:	
Term from which the company prefers to have VAT refund	____ quarter of the year 20__
The Agreement enters into force since:	__/__/2018
Company's activity code, according to Classification of Economic Activities (EVRK):	
Previous VAT recovery agent:	

EBV FINANCE INFORMATION	
The Agreement was drafted by:	
Contact person after the Agreement is signed	

FOREIGN COUNTRIES FROM WHICH VAT REFUND IS INTENDED				
<input type="checkbox"/> Austria; <input type="checkbox"/> Belgium; <input type="checkbox"/> Bulgaria; <input type="checkbox"/> Croatia; <input type="checkbox"/> Cyprus; <input type="checkbox"/> Czech Republic; <input type="checkbox"/> Denmark;	<input type="checkbox"/> Estonia; <input type="checkbox"/> Finland; <input type="checkbox"/> France; <input type="checkbox"/> Germany; <input type="checkbox"/> Great Britain; <input type="checkbox"/> Greece; <input type="checkbox"/> Hungary;	<input type="checkbox"/> Ireland; <input type="checkbox"/> Italy; <input type="checkbox"/> Latvia; <input type="checkbox"/> Liechtenstein; <input type="checkbox"/> Lithuania; <input type="checkbox"/> Luxembourg; <input type="checkbox"/> Malta;	<input type="checkbox"/> Netherlands; <input type="checkbox"/> Norway; <input type="checkbox"/> Poland; <input type="checkbox"/> Portugal; <input type="checkbox"/> Romania; <input type="checkbox"/> Slovakia; <input type="checkbox"/> Slovenia;	<input type="checkbox"/> Spain; <input type="checkbox"/> Sweden; <input type="checkbox"/> Switzerland.

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COMMISSION FEES DEPENDING ON THE VAT REFUND AND FINANCING METHOD		
<input type="checkbox"/> Standard financing service:	<input type="checkbox"/> "Standard VAT" service	Foreign Countries – xx,0%
<input type="checkbox"/> Fast financing services:	<input type="checkbox"/> "Quarter VAT" Cash service	Foreign Countries – xx,0%
	<input type="checkbox"/> "NET Invoicing" service	Foreign Countries – xx,0%
	<input type="checkbox"/> "Fast VAT" Cash service	Foreign Countries – xx,0%
Administration of receipts/bills		Foreign Countries – xx,0%
Minimal fees		Standard financing service – EUR ___/per one Request submitted to Foreign tax authority
		Net invoicing service - EUR ___/per payment (EBV Finance Application)
		Fast financing service - EUR ___/per payment (EBV Finance Application)

All fees are indicated without VAT.

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General conditions of the Agreement

These conditions for VAT refund by **UAB EBV Finance** (legal entity's No 303150257, registered at A. Tumėno st. 4, LT-01109, Vilnius, Republic of Lithuania, registered with the Register of Legal Entities of the Republic of Lithuania) (hereinafter - **EBV Finance**) are applicable to the value added tax refund service (hereinafter - the **Service**) offered to the Customers of EBV Finance (hereinafter - the **Customer**), unless otherwise agreed in writing. EBV Finance and the Customer both together are hereinafter referred to as the **Parties** and each separately as the **Party**.

1. Subject matter of the Agreement

1.1. The Customer authorises EBV Finance to submit documents and apply for refund of the value added tax paid by the Customer in the countries listed on the cover page of the Agreement that can be refunded following the applicable legal acts (hereinafter - the **VAT**). EBV Finance offers the VAT recovery service in all of the Foreign Countries listed on the cover page of the Agreement, i.e. 28 EU Member States and Switzerland, Norway and Liechtenstein (hereinafter - **Foreign** or the **Foreign Countries**). In case after the Agreement is signed the Customer wishes the VAT refund service to be provided also in other countries listed on the cover page of the Agreement but not chosen by the Customer at the moment of concluding the Agreement, the Customer undertakes to notify of such decision in writing, and with the consent of EBV Finance by e-mail, informing EBV Finance so as to enable EBV Finance to prepare the required documents to the Customer for the VAT refund from the Customer's newly selected countries. The Parties agree that EBV Finance acts as the sole Customer's representative in recovering the VAT to the Customer that was paid in a Foreign Countries. The Customer has no right to hire any other representative at the same time for recovery of the VAT paid in a Foreign Countries.

1.2. The VAT can be refunded for: (a) a year; (b) six months; (c) a quarter. In case of the fast VAT refund, the VAT can be refunded and financed under a separate agreement between the Parties, e.g. by making a respective annex to the Agreement or by providing for respective conditions related to the fast VAT financing in the Special Conditions of the Agreement.

1.3. Within the effective period of the Agreement, the Customer can choose for either **fast** ("Fast VAT" Cash service (see paragraph 1.4 of the Agreement), "Quartet VAT Cash service (see paragraph 1.5 of the Agreement), "NET Invoicing" service (see paragraph 1.6 of the Agreement)) or **standard** (Standard VAT service (see paragraph 1.7 of the Agreement)) VAT financing and refund method (service) by specifying that in the application (i.e. in a document of the established form approved by EBV Finance, which is properly and fully filled and signed by the Customer's authorised person, and which shall be submitted together with the VAT invoices and other documents by the Customer willing for refund of VAT by standard or fast financing method, hereinafter – the **Application**). After signing of the Agreement, under the Customer's request, EBV Finance sends the Application template effective at the respective time by e-mail or the Customer can download it in each concrete case individually from EBV Finance internet website or by using the EBV Finance self-service system. The fast financing services are not provided when financing under receipts or bills. The Parties agree that the Application template and/or its content may be changed unilaterally by EBV Finance.

1.4. In case of the "**Fast VAT**" Cash service (fast financing and recovery method) for the VAT financing, the Customer submits the original documents related to goods and (or) services purchased in the Foreign Country (VAT invoices) to EBV Finance. The Parties agree that EBV Finance has the right to receive the required documents also directly from the Customer's suppliers (e.g. to download directly from the self-service systems of the Customer's suppliers if the suppliers have such systems, etc.). Once EBV Finance has identified the payable amount, the former deducts the Commission Fee and the accrued additional costs (see paragraph 1.9 of the Agreement) and has the right to pay the remaining amount of money to the Customer by a bank transfer, i.e. EBV Finance pays the refundable VAT amount to the Customer from its own funds within 2 (two) business days after the documents have been arranged and afterwards EBV Finance recovers this amount from the tax authority of the Foreign Country. By applying this VAT financing method, the VAT is refunded only under original VAT invoices submitted by the Customer. Once the money has been paid, the invoice for the Commission Fee and statement on payment of money are sent to the Customer. The money is transferred to the Customer's bank account following the procedure set by paragraph 3.1 of the Agreement once or twice per month.

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1.5. In case of the **“Quarter VAT” Cash service** (fast financing and recovery method) for the VAT financing, the Customer submits the original documents related to goods and (or) services purchased in the Foreign Country (VAT invoices) to EBV Finance. The Parties agree that EBV Finance has the right to receive the required documents also directly from the Customer’s suppliers (e.g. to download directly from the self-service systems of the Customer’s suppliers if the suppliers have such systems, etc.). At the end of the respective financial quarter and after EBV Finance has identified the payable amount, the former deducts the Commission Fee and the accrued additional costs (see paragraph 1.9 of the Agreement) and has the right to pay the remaining amount of money to the Customer by a bank transfer, i.e. EBV Finance pays the refundable VAT amount to the Customer from its own funds within 2 (two) business days after the documents have been arranged and afterwards EBV Finance recovers this amount from the tax authority of the Foreign Country. By applying this VAT financing method, the VAT is refunded only under original VAT invoices submitted by the Customer. Once the money has been paid, the invoice for the Commission fee and statement on payment of money are sent to the Customer. The money is transferred to the Customer’s bank account following the procedure set by paragraph 3.1 of the Agreement once per quarter.

1.6. In case of the **“NET Invoicing” service** (fast financing and recovery method) for the VAT financing, the Customer submits to EBV Finance the original documents related to goods and (or) services purchased in the Foreign Country (VAT invoices). The Parties agree that EBV Finance has the right to receive the required documents also directly from the Customer’s suppliers (e.g. to download directly from the self-service systems of the Customer’s suppliers if the suppliers have such systems, etc.). Once EBV Finance has identified the payable amount, the former deducts the Commission Fee and the accrued additional costs (see paragraph 1.9 of the Agreement) and has the right to pay the remaining amount of money to the Customer’s specified legal entity (fuel supplier or road toll and related tax charger) by a bank transfer, i.e. EBV Finance pays the refundable VAT amount to the Customer’s specified legal entity from its own funds and afterwards EBV Finance recovers this amount from the tax authority of the Foreign Country. By applying this VAT financing method, the VAT is refunded only under original VAT invoices submitted by the Customer. Once the money has been paid, the invoice for the Commission Fee and statement on payment of money are sent to the Customer. The money is transferred to the bank account held by the Customer’s specified legal entity (fuel supplier or road toll and related tax charger) following the procedure set by paragraph 3.1 of the Agreement once or twice per month. To enable the provision of the “NET Invoicing” service, the Customer undertakes to inform EBV Finance in writing and specify the names of the legal entities (fuel suppliers or road toll and related tax chargers) to whom the financed VAT should be transferred under this Agreement as well as the details of the bank accounts held by these legal entities which are necessary to make the payments.

1.7. In case of the **Standard VAT service** (standard VAT recovery method) for the VAT refunding, the Customer submits to EBV Finance the documents related to goods and (or) services purchased in a Foreign Country (VAT invoices, receipts, etc.). The Parties agree that EBV Finance has the right to receive the required documents also directly from the Customer’s suppliers (e.g. to download directly from the self-service systems of the Customer’s suppliers if the suppliers have such systems, etc.). EBV Finance submits the required documents to the tax authority of the Foreign Country which, after the verification and decision making, pays out the refundable VAT amount to EBV Finance or in exceptional cases to the Customer by a bank transfer. In case the refundable amount is paid to EBV Finance, EBV Finance deducts the Commission Fee and the accrued additional costs (see paragraph 1.9 of the Agreement) from this refunded amount and has the right to pay the remaining amount of the refunded VAT to the Customer by a bank transfer. In exceptional case if the tax authorities pay the refundable VAT amount directly to the Customer, the Customer under the invoice issued by EBV Finance must pay to EBV Finance the Commission Fee and to cover the accrued additional costs (see paragraph 1.9 of the Agreement), that EBV Finance incurred while refunding VAT to the Customer. By applying this VAT recovery method, the VAT is refunded according to VAT invoices, receipts, cheques, etc. Once the money has been paid, the invoice for the services provided and statement on VAT refund are sent to the Customer. The money is transferred to the Customer’s bank account following the procedure set by paragraph 3.2 of the Agreement.

1.8. **The Commission Fee** - is the fee charged by EBV Finance that in case of fast VAT financing is calculated on the refundable VAT amount specified in the Request submitted to the tax authority (i.e. filled in electronic and/or paper form, which is submitted by EBV Finance authorised by the Customer to the Foreign Countries tax authority for VAT refunding together with other required documents, hereinafter – the **Request**). In case of the standard VAT recovery, the Commission Fee amount payable by the Customer to EBV Finance is calculated on the VAT amount factually

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refunded by the tax authorities of the Foreign Country, except for the cases provided by the Agreement. In case if it appears that the annual refundable VAT amount expected by the Customer is lower than indicated in this Agreement (table of the Agreement – Customer Information, Terms) and this difference is more than 30 percent, EBV Finance has the right to unilaterally change by 1% (one percent) all or any of the Commission Fees applicable to the Customer, that are indicated in the table of this Agreement - Commission Fees Depending on the VAT Refund and Financing Method.

1.9. The Customer undertakes to remunerate EBV Finance for all expenses and/or taxes that will be incurred by EBV Finance in course of the provision of the services under this Agreement to the Customer, including without limitation the banking transfer fees, bank account crediting fees, taxes payable to the tax authorities of the Foreign Country (e.g. stamp duty payable to Poland's tax authority), legal entities' registry expenses (e.g. for extracts), expenses for translations, notaries fees for endorsement of power of attorney as well as apostille fees, posting and courier service fees, currency conversion fees, previously accrued debts, and all other expenses and/or fees incurred in course of the provision of the services to the Customer under this Agreement.

2. Procedure

2.1. The Customer undertakes to provide EBV Finance with all electronic login credentials, documents and information as well as to issue authorisations that are required to submit Requests for VAT financing and refund.

2.2. In case the Standard VAT refund method (Standard VAT service) is chosen, the Customer can submit VAT invoices and other documents by electronic means or submit the original documents as specified by EBV Finance. By submitting the VAT invoices, receipts, cheques and other documents electronically, the Customer represents and warrants that they are copies of the original, true, and correct documents and that the Customer possesses the originals of the submitted documents.

2.3. To ensure an efficient VAT refund process, in case VAT invoices and other documents are submitted electronically, the Customer undertakes, at the request of EBV Finance (by e-mail, telephone or in writing), to submit the original VAT invoices and other required documents to EBV Finance as soon as possible but no later than within 5 business days from such request date.

2.4. In case of the Standard VAT service, the Customer submits the VAT invoices and other documents to EBV Finance as provided by paragraphs 2.2 and 2.3 hereof. These documents and VAT invoices should be grouped by countries and depending on the chosen VAT refund period should be submitted to EBV Finance within 2 (two) months from the end of the VAT refund term, in case of the VAT is refunded for six months or a quarter. In case of the annual VAT refund, the Applications are submitted before the last day of July of the following year. In case the VAT refund on a quarterly basis is chosen, the VAT invoices and other documents are submitted within 2 (two) months from the end of the previous quarter (no later than by 31 May in cases where the VAT refund period is January-March and respectively by 31 August for April-June; by 30 November for July-September; by 29 February for October-December). In case of failure to submit the Request for VAT refund for one quarter, the VAT invoices of that period are added to the following Request, if such is submitted and if that is possible following the applicable legal acts. The Request can be submitted only in case the minimal refundable VAT amount set by the tax authorities and by EBV Finance has been exceeded.

2.5. In case of the fast VAT financing service, the Customer submits the VAT invoices grouped by countries to EBV Finance within the term provided in the Special Conditions of this Agreement while other documents are submitted by the Customer within the term specified by EBV Finance in compliance with all other requirements set by the Agreement.

2.6. Minimal refundable VAT amounts that can be refunded to the Customer from one country: in case of VAT recovery for the whole year, the VAT amount is EUR 50 (fifty euros); in case of VAT recovery for a quarter, six months or nine months, the VAT amount is EUR 400 (four hundred euros).

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2.7. The originals of VAT invoices and other documents are returned to the Customer after the refundable VAT is refunded and after the Customer has completely settled with EBV Finance for services provided under this Agreement. The Parties agree that before submitting the certain original documents to EBV Finance, the Customer undertakes to make and keep copies of these documents.

2.8. EBV Finance converts the refunded VAT to the Customer from a tax authority in other than the Eurozone state into euros. EBV Finance has the right to receive the difference (arrear) resulting from the currency exchange from the Customer in case the actually refunded VAT amount differs from the financed VAT amount paid to the Customer or to the Customer's specified legal entity.

2.9. The Parties agree that the currency exchange rate effective on the respective transaction date is applied by using the exchange rate published on official website of "Swedbank" AB.

2.10. If the Customer breaches the procedure for submitting and grouping of any documents (e.g. of VAT invoices, cheques, receipts, etc.) specified in paragraphs 2.2, 2.3, 2.4 and 2.5 hereof, EBV Finance in case of Standard VAT refund is not liable for the date of submission of the Request to the tax authority of Foreign Country and for money return time, and in case of fast financing – for money payment speed.

3. Payment of money

3.1. In case of the fast financing service, the respective amounts EBV Finance has the right to pay to the Customer or to the Customer's specified legal entity once or twice per month, or once in a quarter based on the Application submitted in advance, unless otherwise agreed between the Parties or otherwise provided in the Special Conditions and if after the expiry of the payment term one country has more than EUR 400 of the refundable VAT. In case the said minimal payable amount is not reached, the VAT invoices are transferred in accordance with the respective country to the next payment period until the amount of EUR 400 is reached. EBV Finance has the right to pay out the financed VAT amount, after deduction of EBV Finance Commission Fees and additional expenses (see paragraph 1.9 of the Agreement), within 2 (two) business days from the date of submitting the Application with VAT invoices to EBV Finance and from the verification of the VAT invoices. This means that in the provision of the fast financing service EBV Finance has the right to submit a payment order to the bank to transfer the respective amount to the account held by the Customer or by the Customer's specified legal entity within 2 (two) business days from the day of submitting the Application with VAT invoices to EBV Finance and from the verification of VAT invoices. The money is paid out in the euro currency.

3.2. If the Customer opts for the Standard VAT service (Standard VAT refund method), EBV Finance has the right to pay out the refundable VAT amount after the tax authorities review the Request and pay the refundable VAT amount to EBV Finance. The refundable VAT amount is paid, after deduction of the Commission Fees charged by EBV Finance, banking costs, currency conversion, translation fees, taxes set by the tax inspectorate of the Foreign Country, fees for submitting extracts from the Centre of Registers and previously accrued debts (see paragraph 1.9 of the Agreement) within 14 (fourteen) business days from the day when EBV Finance receives the refunded VAT amount and the decision of the tax authority. The refunded VAT amounts are paid in euros to the Customer.

3.3. In case of the Standard VAT service, the Commission Fee for the services provided by EBV Finance is calculated on the VAT amount actually refunded by the tax authorities of Foreign Country following the respective Request submitted to the Foreign tax authority. In case the calculated Commission Fee payable by the Customer based on the respective Request submitted to the Foreign tax authority is lower than the minimal fee per Request specified on the second page of this Agreement (i.e. table - Commission Fees Depending on the VAT Refund and Financing Method), then the Customer has to pay to EBV Finance the minimal fee per Request as specified on the second page of this Agreement (i.e. table - Commission Fees Depending on the VAT Refund and Financing Method). The refunded VAT amount is paid to the Customer after deduction of the Commission Fee payable by the Customer and all amounts payable, including those specified in paragraphs 1.8 and 1.9 of the Agreement.

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3.4. In case of the fast financing service, the Commission Fee for the services provided by EBV Finance is calculated on the financed VAT amount based on the respective Application submitted by the Customer. In case the calculated Commission Fee payable by the Customer based on the respective Application is lower than the minimal fee per Application specified on the second page of this Agreement (i.e. table: Commission Fees Depending on the VAT Refund and Financing Method), then the Customer has to pay to EBV Finance the minimal fee per Application, as specified on the second page of this Agreement (i.e. table: Commission Fees Depending on the VAT Refund and Financing Method.) The financed VAT amount is paid to the Customer after deduction of the Commission Fee payable by the Customer and all amounts payable, that can be calculated at that time, including those specified in paragraphs 1.8 and 1.9 of the Agreement.

4. Rights and obligations of the Parties

4.1. The Customer undertakes to notify EBV Finance in writing without delay but no later than within 3 (three) business days in case the former commences internal carriage or other activity resulting in the Customer's obligation to pay the VAT in the country that is refunding this tax.

4.2. The Customer undertakes to notify EBV Finance in writing without delay but no later than within 3 (three) business days in case other circumstances or changes emerge that could have impact on the VAT refund. If the Customer defaults on its obligation to notify, the Customer must compensate all expenses incurred by EBV Finance in relation to such default.

4.3. The Customer undertakes to notify EBV Finance in writing without delay but no later than within 3 (three) business days about any change in the company's form, name, business, addresses, contact information, and also about the reorganisation, liquidation or bankruptcy, or about any other changes that could have effect on the Customer's solvency.

4.4. Under this Agreement, in case of the fast financing service, from the moment when EBV Finance has paid the respective refundable VAT amount from its own funds to the Customer or to its specified legal entity (i.e. finances at its own expense the refundable VAT to the Customer), EBV Finance acquires the right of claim to all amounts receivable from tax authorities under the VAT invoices submitted by the Customer for VAT refund under which EBV Finance has already paid out the refundable VAT amount from its own funds. The Customer understands and confirms that from the moment when the money is received from EBV Finance or transferred to the Customer's specified legal entity, the right of claim to the respective VAT amount to be refunded following the Application is fully and irrevocably assigned to EBV Finance and the Customer is not entitled to receive the respective refundable VAT amount applied for under the Application, which has already been paid to the Customer or to its specified legal entity by EBV Finance. The Parties agree that from the moment when EBV Finance has paid the respective refundable VAT amount from its own funds to the Customer or to the Customer's specified legal entity, the ownership right to the respective amounts receivable from the tax authorities in the future is assigned to EBV Finance and no additional agreement has to be made on that.

4.5. The Customer undertakes to notify EBV Finance in writing without delay but no later than within 3 (three) business days in case the tax authorities refund the VAT directly thereto. . If the Customer fails to notify about the VAT refunded directly thereto within the indicated term, EBV Finance is entitled to 0,06 % penalty on that non-repaid amount for each day of delay. The penalty is calculated after 5 (five) business days from the end of the term when the Customer had to inform about the VAT refunded directly to its account.

In such case, when EBV Finance has already paid the VAT amounts from its own funds to the Customer or to the Customer's specified legal entity, in course of the provision of the fast financing service, EBV Finance submits a claim to the Customer to repay the entire VAT amount refunded thereto directly by the tax authority.

If the VAT amounts were paid in the provision of the Standard VAT service, the Customer must pay in accordance with the invoice issued by EBV Finance the Commission Fee to EBV Finance and to cover other expenses (see paragraph 1.9 of the Agreement) incurred by EBV Finance in relation to the VAT refund to the Customer.

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4.6. In case the Customer amends the Request and/or Application submitted to EBV Finance without written consent of EBV Finance or partially amends any information related to the Request and/or Application, or within the effective period of the Agreement submits the Requests individually or through another representative, EBV Finance is entitled to terminate the agreement on the VAT financing for the provision of the fast financing service and/or this Agreement. In case the Customer cancels the permit of EBV Finance to submit electronic Requests, EBV Finance reserves the right to terminate the VAT financing service through the provision of fast financing service in full or in part and/or to terminate this Agreement.

4.7. In case the tax authorities have rejected the Request because the Customer did not disclose the information requested by EBV Finance before submitting the Request, or the Customer failed to submit the respective information required to approve the Request and thereby prevented EBV Finance from submitting the Request for VAT refund to the tax authorities or the submitted Request is rejected directly due to such delay, and also if the Customer breaches the condition specified in paragraph 4.6 of this Agreement, the Customer undertakes to compensate the expenses incurred by EBV Finance (see paragraph 1.9 of the Agreement) in relation to the submission of the Request and handling the invoices.

4.8. This Agreement entitles EBV Finance to put a lien in respect of all refundable VAT amounts that must be refunded to the Customer by the tax authorities of various states as a guarantee applied to all amounts receivable by EBV Finance from the Customer under the Agreement on VAT refund and financing made between EBV Finance and the Customer. The above provision is applicable to the refundable VAT amounts that have already been applied for by EBV Finance with the Request to VAT refund or that have been supported by the Customer's VAT invoices. The right of lien exists irrespective of whether or not the tax authorities refund the VAT to EBV Finance, the Customer, the assignee or to another recipient. The right of lien exists irrespective of the Request or another VAT refund aspect that is taken as the grounds for the amount to be received by EBV Finance from the Customer. The Parties agree to take all necessary measures to establish the effective and most efficient protection as specified above.

4.9. In case the Customer opens a separate bank account with the bank or other institution indicated by EBV Finance to be able to use the fast financing services for the refunding and financing of the VAT paid in Italy and/or in Poland, the Customer undertakes to use this bank account exceptionally and only as much as required for the provision of the fast financing service, i.e. to make no other payment orders, payments and other transactions from this account except for those required for the provision of the fast financing service and for making payments under this Agreement. For breaching the conditions of this paragraph the Customer must remunerate for all expenses incurred by EBV Finance. The bank account must be opened with the said institutions only in case the VAT will be refunded and financed from Italy and/or Poland by using the above mentioned services. The Parties agree that at the Customer's request and with the notarised power of attorney and all other documents required by the bank or credit institution indicated by EBV Finance, the account at the bank or other institution may be opened by the representative of EBV Finance. The Customer represents that he is aware of the fact that in case the separate account is opened with the above mentioned bank or other institution, the Customer will have to pay all fees related to account's servicing.

4.10. In case of the VAT financing through the provision of the fast financing service, EBV Finance acquires the right to receive an amount from the Customer that is analogous to that previously paid out by EBV Finance to the Customer or to the Customer's specified legal entity in case the tax authorities do not refund the paid VAT within 8 (eight) months from the Request submission date or the tax authorities reject the Customer's Request or a part thereof. In such cases EBV Finance submits a claim to the Customer to repay the amount of money analogous to that paid to the Customer or to the Customer's specified legal entity under the fast VAT financing procedure (i.e. by providing the fast financing service) and that must be repaid by the Customer to EBV Finance within 3 (three) business days from such claim date.

4.11. In case the tax authority requires to return the factually paid VAT or a portion thereof because the VAT or a portion thereof was refunded to the Customer by the respective tax authority by mistake, illegally or in any breach of the applicable legal acts, the Customer undertakes no later than within 3 (three) business days from such request date to return the entire VAT amount requested by the respective tax authority, which was unreasonably refunded to the Customer, to EBV Finance and at EBV Finance's request – to the respective tax authority.

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4.12. In case the tax authority refuses to refund the VAT or refunds only part of the VAT amount through other than EBV Finance's fault (directly to the Customer's account or to EBV Finance account), the Customer undertakes to pay the entire Commission Fee and other additional fees to EBV Finance (see paragraph 1.9 of the Agreement).

4.13. After the Agreement is signed, following the evaluation of the Customer's existing or future financial status, negative information, solvency and other important circumstances (e.g. falsification of documents or failure to submit documents requested by EBV Finance, etc.) that may have impact on the Customer's reliability, ability to duly and fully fulfil the liabilities undertaken under this Agreement and/or the possibility for EBV Finance to refund the VAT financed by EBV Finance to the Customer from the Foreign Countries and/or the possibility to exercise any of the rights of EBV Finance provided by this Agreement, EBV Finance is entitled to withdraw from the provision of the fast financing service and/or the Standard VAT Service to the Customer at any time and/or may agree to finance only part of the refundable VAT (i.e. less than 100% of the refundable VAT amount) and/or may terminate this Agreement following the procedure provided by paragraph 6.5 of this Agreement and notify the Customer about that. The Parties agree that EBV Finance is not liable for the Customer's property losses or other losses incurred as a result of such withdrawal and/or partial financing. Given the above mentioned circumstances, EBV Finance is also entitled to refuse to pay the full or part of the amount payable to the Customer or to the Customer's specified legal entity as calculated by EBV Finance in the provision of the fast financing service and is not liable for the Customer's property losses or other losses incurred as a result of such refusal.

4.14. EBV Finance is entitled to keep all documents submitted by the Customer until full discharge of the Customer's liabilities under the Agreement.

4.15. All invoices submitted by EBV Finance to the Customer must be paid within 10 (ten) days from the submission date.

4.16. EBV Finance reserves the right to assign all and/or part of its rights and/or obligations under this Agreement to third persons.

5. Liability

5.1. In case the Customer fails to submit the login credentials, VAT invoices or other documents, power of attorneys or information requested by EBV Finance within the applicable period, EBV Finance is not liable for potential losses in relation to the Customer's failure to submit the specified documents and information thereby preventing EBV Finance from submitting the Request to the tax authorities or receiving the refunded amounts.

5.2. In case the VAT that was previously financed by EBV Finance by its own funds in the provision of the fast financing service is refunded by the tax authorities directly to the Customer, the Customer undertakes to transfer the entire VAT refunded directly thereto by the tax authority to EBV Finance within 5 (five) business days from the day when the VAT was returned to the Customer's bank account. If the Customer delays to do this, the Customer undertakes to pay to EBV Finance a penalty of 0.06% for each delayed day from the fixed payment date until the factual payment date. EBV Finance is not liable for any losses incurred due to the circumstances that are beyond EBV Finance control or for any losses which would require non-proportionate measures (including without limitation the force majeure events - *force majeure*). EBV Finance is not liable for any losses or damage incurred due to the actions of the tax authorities, or a postal and courier service company or of other third persons in case this was related to the VAT refund process.

5.3. The Customer is liable for the authenticity of the submitted VAT invoices and other documents and for the accuracy and correctness of the Customer's data specified on the cover page of the Agreement. EBV Finance is not liable in case the tax authorities of the respective Foreign Countries rejects the Request for VAT refund due to the fact that the VAT invoices are inaccurate, incorrect, unclear, untrue or due to other reasons beyond EBV Finance control. EBV Finance is not obligated to request the Customer to submit new VAT invoices to EBV Finance or to correct the inaccuracies in the VAT invoices; however, EBV Finance reserves the right to request to change the VAT invoice or to receive a missing receipt on behalf of the Customer without the Customer's separate consent if, in the opinion of EBV

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Finance, such actions are substantiated, given the circumstances, to protect the interests of the Customer and of EBV Finance.

6. Other provisions

6.1. This Agreement does not restrict the right of EBV Finance to use the *know-how* acquired during the service provision.

6.2. Both during the effective term of the Agreement and after expiry thereof each Party hereto undertakes not to disclose the confidential business information found out in relation to the other Party.

6.3. All amendments to the Agreement are made by mutual written agreement between the Parties.

6.4. The Party to this Agreement has the right to terminate this Agreement with a 3 (three) months' notice prior to the termination date to the other Party. The notice is given in a written form. Taking into account that Requests for VAT refund are submitted to the Foreign tax authorities on a quarterly, six-month or annual basis, the Customer undertakes, even if the notice on termination of the Agreement was given to EBV Finance, to provide EBV Finance with all documents required to submit the Request for one of the above mentioned VAT refund periods despite the fact that the 3 (three) months' notice term would have expired. In case of the fast financing, the Customer undertakes to repay within 3 (three) business days after receive of the notification about termination of the Agreement provided in this paragraph the VAT amount financed by EBV Finance and not refunded from the Foreign tax authorities as well as to pay the Commission Fee and other fees if the Customer failed to provide some of the documents required to submit the Request to the Foreign tax authorities for one of the VAT refund periods specified above due to which VAI Finance was not able to submit such Request.

6.5. EBV Finance is also entitled to unilaterally terminate this Agreement at any moment of the Agreement performance with a 3 (three) business days' prior notice to the Customer in the following cases:

- 6.5.1. The Customer defaults on the obligations set by this Agreement or on EBV Finance requirements;
- 6.5.2. The Customer submits incorrect or falsified invoices, receipts or other documents;
- 6.5.3. The Customer performs actions that are directly or indirectly damaging EBV Finance reputation;
- 6.5.4. The Customer fails to pay the remuneration amounts when due under the invoice submitted by EBV Finance;
- 6.5.5. The Customer fails to repay the money to EBV Finance following paragraph 4.10 of the Agreement;
- 6.5.6. The Customer has defaulted on its obligations under paragraph 4.5 and/or 4.6 of the Agreement;
- 6.5.7. EBV Finance suspects that the Customer is involved in criminal activities or is acting against the law;
- 6.5.8. It comes out that the Customer has financial difficulties, indebtedness to other entities or may become insolvent;
- 6.5.9. When signing this Agreement, the Customer submitted false information, representations or warranties.

6.6. In case this Agreement is terminated for the reasons listed in paragraph 6.5, EBV Finance is entitled to the Commission Fees and other amounts to cover all expenses relating to the submission of the Requests (when providing fast financing or Standard VAT service) submitted before the termination of this Agreement and to handling of the VAT invoices submitted by the Customer to EBV Finance. Also, EBV Finance is entitled to receive the VAT amount from the Customer paid to the Customer from its own funds in relation to the Requests that were submitted by EBV Finance when providing fast financing service and that are still being investigated by the tax authorities.

6.7. This Agreement is effective for an unlimited term.

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6.8. All notices and correspondence under this Agreement may be delivered to the Parties of the Agreement by signing them or sending them by post and/or e-mail to the contact addresses and numbers indicated in the Agreement, if the Agreement does not clearly provide the concrete order of sending the documents. It shall be deemed that the document sent to the Customer by post is received by the Customer as on the third day coming after the submission date of the document, sent by EBV Finance, to the enterprise providing postal services.

6.9. All disputes arising out of and related to this Agreement shall be resolved in Vilnius city courts following the law of the Republic of Lithuania. The Agreement shall be interpreted, valid and fulfilled following the law of the Republic of Lithuania.

EBV Finance

The Customer

Name, surname, office, signature L.S.

Name, surname, office, signature L.S.