

Name of the Internal Regulation	Policy for the full or partial sale of the shares in Group's subsidiaries
Name of the Process	Finance-Investments
Process Owner (Unit)	Group Investments and M&A
Approving company	AB "Ignitis grupé"
Job Title of the Certifying Person/Body	The Board of AB "Ignitis grupé"
Date of Approval	16 April 2024
Date of Entry into Force	Since Approval

POLICY FOR THE FULL OR PARTIAL SALE OF THE SHARES IN GROUP'S SUBSIDIARIES

1. PURPOSE AND SCOPE

- 1.1. The purpose of the Policy shall be to set out the rules and procedures for the conclusion of transactions for the full or partial sale of shares in direct subsidiaries and further tiers subsidiaries of AB "Ignitis grupé" which are not listed on a stock exchange, when such transactions are not concluded between AB "Ignitis grupé" and/or its subsidiaries and/or its further tiers subsidiaries as well as between the aforementioned companies and other companies whose shareholder is a state-owned enterprise, its subsidiaries and/or further tiers subsidiaries.
- 1.2. The Policy shall apply to all Companies of the Group in which the Parent Company directly and/or indirectly holds a majority of votes¹ or is in a position to exercise, directly or indirectly, a decisive influence².

2. DEFINITIONS

- 2.1. Generic terms are described in the Glossary: [Parent Company](#), [Employee](#), [Group](#), [Company](#). Terms and/or abbreviations used in the Policy have the following meanings:
- 2.1.1. **Investment Team** shall be the Employees of the Group's Investment and M&A functional area.
- 2.1.2. An **Investor** shall be the selected potential investor with whom the Contract will be concluded.
- 2.1.3. A **Potential Investor** shall be a legal entity or natural person outside the Group, or a person without the status of a legal entity, or a group (combination) of any of the above, who is involved in the process of selling shares or part thereof in the Group's subsidiaries, irrespective of the phase of the Transaction in which the Potential Investor is involved.
- 2.1.4. The **Communications Team** shall be Employees of the Group's communications function in the public relations functional area.
- 2.1.5. **The Policy** shall mean this poolicy for the full or partial sale of the shares in Group's subsidiaries.
- 2.1.6. **Transaction** shall be the process of selling shares or part thereof in the Company (from inception to completion), the purpose of which is to select an Investor and enter into a Agreement with it.
- 2.1.7. **Agreement** shall mean a contract for the sale and purchase of shares or part thereof in the Company, including a preliminary and/or conditional Agreement and other documents relating to such sale.
- 2.1.8. **Third Party** shall be a legal entity or natural person outside the Group or a person without the status of a legal entity, or a group (combination) of any of the above.
- 2.1.9. **Inside Information or II** shall mean information specified in the [Group's Market Abuse Prevention Policy \(current version\)](#).

3. GENERAL PROVISIONS

- 3.1. The procedures for the sale of the Company's shares in accordance with this Policy shall follow the best market practices applicable to this process, as well as ensure transparency of the share sale process and impartial assessment of Potential Investors. The Investor shall be selected and the Agreement shall be signed with the Investor by means of a public procedure, taking into account the

¹ The Parent Company shall be deemed to have a direct majority of votes if it has acquired shares in the Company granting more than 1/2 of the votes at a general shareholders' meeting. The Parent Company shall be deemed to have an indirect majority of votes in a third company if it directly holds a majority of votes in the Company which directly or indirectly holds a majority of the votes in the third company.

² The Parent Company shall be deemed to have indirect decisive influence over a third company when at least one of the following conditions is met: (1) The Parent Company is in a position to exercise a direct decisive influence over another company which directly or indirectly holds a majority of votes in a third company, or is in a position to exercise a direct or indirect decisive influence over a third company; (2) The Parent Company holds a majority of votes in another company which is in a position to exercise a direct or indirect decisive influence over a third company; (3) Together with other companies in which the Parent Company, directly or indirectly, holds a majority of votes or over which it is in a position to exercise, directly or indirectly, a decisive influence, it holds a majority of votes in a third company or the other companies referred to in this paragraph together hold a majority of votes in a third company.

- Policy and the Description of the Procedure for the Implementation of the Property and Non-property Rights of the State in State-owned Enterprises, approved by the Government of the Republic of Lithuania by Resolution No 665 of 6 June 2012, which aims at selecting the Investor by ensuring that the highest price for the Company's shares or part thereof being sold is received. In the assessment of the highest price offered during the closing phases of the Transaction, the valuation criteria set out in the conditions of the Transaction or in the process letters (if any) shall also be taken into account: (a) The Potential Investor's ability to complete the Transaction (e.g., securing of financing); (b) The time period required for the completion of the Transaction; and (c) Any other conditions relevant to the completion of the Transaction (e.g., risk of obtaining the approval of the shareholder(s) for the concentration, the timetable of payment of the price of the shares or part thereof, any other conditions of the Agreement, etc.). The Head of the Investment Team shall submit to the Management Board of the Parent Company the valuation criteria(s) of the Potential Investors for the approval, either as a separate question or in conjunction with the initiation of the sale process of the Parent Company's shares or part thereof. The Management Board of the Parent Company shall decide on the approval of the valuation criteria for Potential Investors. The Management Board of the Parent Company shall have the right to determine other or amend valuation criteria according to the circumstances of the Transaction and they may differ at key stages of the Transaction.
- 3.3. Information on the sale of the Company's shares and/or Transactions initiated within the Group shall be published on the website of AB "Ignitis grupė" to the extent that such disclosure ensures the protection of confidential information and personal data in accordance with the agreements with investors and legal regulations. The Parent Company shall have the right to choose a different or additional place for publication of the information.
 - 3.4. If during any phase of the Transaction it is determined that information relating to the Transaction constitutes II, then such information shall be immediately disclosed according to the procedure set out in the Group's Market Abuse Prevention Policy (current version). Any newly discovered II relating to the Transaction, irrespective of whether such stages are discussed separately in this Policy, shall also be immediately disclosed according to the procedure set out in the Group's Market Abuse Prevention Policy (current version). In any case, disclosure of information shall be organised in such a way that any II relating to the Transaction shall be first disclosed according to the Group's Market Abuse Prevention Policy (current version), and only later by other means. If for any reasons the discovered II is not immediately disclosed, then disclosure of such II shall be postponed according to the procedure set out in the Group's Market Abuse Prevention Policy (current version).
 - 3.5. The Parent Company may use external advisors (including, but not limited to, financial advisors, lawyers, etc.) to implement the Transaction. The Head of Investment Team shall be responsible for coordinating the execution of the Transaction and for performing and monitoring the performance of the specific functions set out in this Policy, i.e. the Head of Investment Team shall be the owner of the process. The coordination of the specific assigned areas of the Transaction process shall be the responsibility of the specific assigned Employees/persons.
 - 3.6. The Policy shall cover the key phases in the sale of shares or part thereof in the Company. The Parent Company shall have the right to change the phases, progress and conditions of a Transaction as set out in this Policy for justified reasons and in accordance with the requirements of the law by specifying them in the terms of Transaction or process letters.
 - 3.7. Potential Investors may be subject to proportional and non-discriminatory qualification requirements which they must fulfil to be invited to participate in further phases of the Transaction.
 - 3.8. The phases or other deadlines set out in the process letters may change depending on the number of non-binding/binding offers received, the progress of the Transaction, questions received from Potential Investors, the need to revise the documentation, etc. The deadlines will be extended as necessary to take the necessary steps and as reasonably necessary for the Potential Investors to evaluate the information provided properly.
 - 3.9. Changes to the process of the Transaction, or explanations, if necessary in the opinion of the Parent Company, will be notified by electronic means to all Potential Investors participating in a particular phase.
 - 3.10. The Parent Company, at any time prior to the execution of the Agreement, shall have the right, in its sole discretion, to terminate the Transaction without adverse consequences to the Parent Company, i.e. the Parent Company shall not reimburse the Potential Investors for any costs or expenses incurred as a result of participating or preparing to participate in the Transaction or for any loss of income or

- other indirect loss. Accordingly, all Potential Investors elect to participate in the process of the Transaction at their sole risk and expense. Potential Investors must be informed of this provision of the Policy during every Transaction.
- 3.11. The process of the Transaction shall be organised in such a way as to protect the confidential information of the Company and the Group.
 - 3.12. All Potential Investors participating in the relevant phase shall be subject to the same requirements, given the same opportunities, unless this would be contrary to the law, cause unacceptable disclosure of confidential information of a third party or distort fair competition between Potential Investors.
 - 3.13. In the event that a non-binding/binding offer submitted by a Potential Investor contains inaccurate or incomplete data in the form provided for in the conditions of the Transaction or in a process letter (if applicable), the Company will request such a Potential Investor to amend or clarify such data. The Head of Investment Team will allow a reasonable period of time to do so. However, if the inaccurate or incomplete data is not provided within the additional time allowed, the non-binding/binding offer submitted by such a Potential Investor will be rejected.
 - 3.14. The Potential Investor participates in the Transaction on the understanding that the Parent Company, acting at its option, has the discretion to disregard the Potential Investor's offers and comments on the material conditions of the Agreement, the shareholders' agreement or other documents submitted during the Transaction.
 - 3.15. The Head of Investment Team shall decide on the need for meetings with Potential Investors throughout the Transaction and, if necessary, organise them with the management of the Company. During the meetings, the management shall present the Company and answers relevant questions, and, if necessary, a tour of the Company's site(s) and/or assets shall be arranged.
 - 3.16. Potential Investors shall be allowed to ask questions according to the procedure set out in the conditions of the Transaction or in the process letters. The Investment Team shall arrange for Potential Investors' questions to be answered electronically and/or through the use of the data room.
 - 3.17. The grounds for rejection of Potential Investors (if any) and/or the qualification requirements (if any), the criteria for the evaluation of offers shall be provided for in the conditions of the Transaction or in the process letters.
 - 3.18. The conditions of the Transaction or the process letters shall specify when and what (restricted or not) access to the data room is granted to Potential Investors.
 - 3.19. Prior to the initiation of a sale of the Company's shares or part thereof, the Parent Company may carry out market analysis (-es) with a purpose to preparing for a proper sale of the Company's shares or part thereof. The Parent Company shall have the right to choose the manner in which the market analysis is conducted.

4. INITIATION OF THE SALE OF SHARES OR PART THEREOF IN THE COMPANY

- 4.1. The sale of the Company's shares or part thereof may be carried out by: 1) Inviting all Third Parties to participate in the Transaction; or 2) Inviting only particular Third Parties to participate in the Transaction.
- 4.2. If the sale of the Company's shares or part thereof is carried out by inviting all Third Parties to participate in the Transaction, the invitation shall be made public in the information measures specified in paragraph 3.3 of the Policy. In this case, the Transaction shall be carried out according to the conditions of the Transaction announced together with the invitation (or in a location specified in it) and the requirements imposed in the conditions, or by providing in the invitation a short description of entering into the Transaction, the essential requirements of the Agreement, the qualification criteria and/or grounds for rejection (if any), the offer assessment criteria, other information important in a specific case for deciding to participate in the Transaction) and according to the procedure for expressing interest to participate in the Transaction. In such a case, the provisions of the Policy shall apply to the extent that they do not contradict the established conditions and requirements of the Transaction.
- 4.3. If the sale of the Company's shares or part thereof is carried out by inviting only particular Third Parties to participate in the Transaction, the Head of Investment Team, in consultation with external consultants, shall carry out internal market research and draw up a list of Potential Investors. The Head of Investment Team shall have the right to decide on the inclusion of Potential Investors in the list, subject to non-discriminatory criteria (e.g., financial capacity to execute the Transaction, not being a direct competitor of the Company, not having any apparent connections with persons not in the interest of national security, etc.), as well as the right to decide on the inclusion of other parties in the

list of Potential Investors. In this case, the Transaction shall be carried out according to the procedure set out in this Policy.

- 4.4. Upon receipt of a decision by the Management Board of the Parent Company and/or the Company to initiate the process of sale of the Company's shares or part thereof, the Investment Team shall organise the sale of the Company's shares or part thereof as well as carry out related actions.
- 4.5. The Communications Team shall make public the general information about the sale of the Company's shares or part thereof and, if the initiation of the sale of the Company's shares or part thereof constitutes II, before being made public by other means, shall be immediately made public according to the procedure set out in the Group's Market Abuse Prevention Policy (current version).

5. THE FIRST PHASE OF THE TRANSACTION

- 5.1. The purpose of the first phase of the Transaction shall be for the Parent Company to obtain information on the interest of the Potential Investors in the proposed Transaction, the compliance of Potential Investors with qualification requirements (if any) applicable during a specific Transaction, and the preliminary price for the sale of the Company's shares or part thereof, following the receipt of non-binding offers from Potential Investors.
- 5.2. A teaser and a confidentiality agreement shall be sent to those on the list of Potential Investors.
- 5.3. Potential Investors who have signed a confidentiality agreement acceptable to the Parent Company will be provided with an information memorandum, a process letter of first phase of the Transaction, know your business partner questionnaire, a general form of the terms of the Agreement, and other information relevant to the specific Company in which the sale of the shares or part thereof is taking place.
- 5.4. The process letter of the first phase of the Transaction shall set out the substantive procedures of the Transaction, their terms and conditions, the qualification requirements (if any) and/or the grounds for rejection of offers (if any), the confirmations of the Potential Investor to be subsequently reflected in the non-binding offer to be submitted, the provisional deadlines for the Transaction process, the evaluation criteria for (non-binding/) offers, the deadline for receipt of non-binding offers and/or other relevant information about the Transaction.
- 5.5. After receiving the information memorandum and/or other relevant information, the Potential Investors shall have the right to ask questions according to the requirements set out in the process letter of the Transaction. The Investment Team shall arrange for all Potential Investors participating in the first phase of the Transaction to receive answers to the Potential Investors' questions.
- 5.6. The Company shall carry out a Potential Investors/business partners due diligence.
- 5.7. The Investment Team shall carry out an analysis of the qualification requirements (if any) and/or the grounds for rejection (if any), financial and other conditions of the offers received. The Head of the Investment Team presents the results of the assessment to the Management Board of the Parent Company and/or the Company. Taking into account the information presented, the Management Board of the Parent Company and/or the Company shall decide which Potential Investors shall be deemed to be selected to participate in the second phase of the Transaction.
- 5.8. The Investment Team shall inform by electronic means all Potential Investors who have submitted non-binding offers by the set deadline of their selection/non-selection for the second phase of the Transaction and the reasons for such a decision.

6. SECOND PHASE OF THE TRANSACTION

- 6.1. The purpose of the second phase of the Transaction is to acquaint the Potential Investors selected for the second phase of the Transaction with the information/documents and risks involved in the sale of the Company's shares or part thereof, as well as to receive offers for the conditions of the Company's Agreement, and to receive binding offers from the Potential Investors for the price offered for the Company's shares or part thereof in accordance with the information/documents received in the second phase of the Transaction.
- 6.2. Potential Investors selected for the second phase of the Transaction shall be provided with a process letter for the second phase of the Transaction, which sets out the updated/revised conditions of the Transaction process, the deadlines of the Transaction process, the deadline for the submission of a binding offer, and other information relevant to the second phase. The Potential Investors shall be provided with a draft Agreement and other relevant documents (e.g., the shareholders' agreement).

- 6.3. The Potential Investors shall carry out financial, tax, legal, technical and other due diligence on the Company, as appropriate, in accordance with the guidelines and requirements set out in the process letter for the second phase of the Transaction. The Potential Investors shall submit binding offers as set out in the process letter for the second phase of the Transaction together with their offers for the Company's Agreement and other relevant documents.
- 6.4. The Investment Team shall carry out an analysis (e.g., commercial, financial, legal, technical, etc.) and assessment of the offers received. The results of the analysis and assessment shall be presented by the Head of Investment Team to the Management Board of the Parent Company and/or the Company. In the light of the information presented, the Management Board of the Parent Company and/or the Company shall decide with which Potential Investor(s) further negotiations on the signing of the Agreement shall be conducted.
- 6.5. The Investment Team shall inform, by electronic means, the Potential Investors who have submitted binding offers by the deadline, of the decision to continue/not to continue negotiations with the Potential Investor(s) (without disclosing any information about the Potential Investor(s)) and the reasons for such a decision.

7. AGREEMENT NEGOTIATIONS AND SIGNING

- 7.1. Once the Management Board of the Parent Company and/or the Company has decided on the Potential Investor(s) that will proceed with the Transaction, the Head of Investment Team and the lawyer supervising the assignment shall commence negotiations on the conditions of the Agreement and any other related documents.
- 7.2. During the negotiations, the final price, the conditions of the Agreement and other related documents shall be negotiated with the Potential Investor. The Potential Investor's final price shall be considered to be the price most recently submitted to the Parent Company or the Company (seller). The Investment Team may request the Potential Investor to submit an updated binding offer, which would be considered as the final offer during this phase.
- 7.3. The agreed material conditions of the Agreement and other related documents shall be presented to the Management Board of the Parent Company and/or the Company. The collegiate bodies of the Parent Company and/or the Company, in accordance with the competence specified in the Articles of Association of the Parent Company and/or the Company, shall decide to enter into a Agreement with the selected Investor in accordance with the material conditions as presented. The approval of the general shareholders' meeting of the Parent Company and/or the Company shall be obtained in the cases set out in the Parent Company's or Company's Articles of Association.
- 7.4. Next, the process of obtaining permits³ (e.g., from the Competition Council of the Republic of Lithuania, the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security, and/or other necessary permits, consents, approvals) shall begin.
- 7.5. Upon obtaining the permissions and consents of third parties and fulfilling the other conditions set out in the Agreement, the Transaction shall be completed and the ownership of the Company's shares or part thereof shall be transferred to the Investor. On the day of completing the Transaction, information on whether it constitutes II shall be immediately disclosed according to the procedure set out in the Group's Market Abuse Prevention Policy (current version); later, a general press release shall be announced (if necessary).

8. FINAL PROVISIONS

- 8.1. The provisions of the Policy shall enter into force upon adoption.
- 8.2. The Policy shall be approved, amended and repealed by a decision of the Management Board of the Parent Company.
- 8.3. The Group's Head of Investments and M&A shall be responsible for drafting and updating the Policy.
- 8.4. The Head of Investments and M&A shall be responsible for the proper implementation and control of the Policy at Group level.
- 8.5. The Employees of the Group shall be required to familiarise themselves with the Policy and comply with its provisions.

³ If necessary, the process of obtaining permits from third parties may be initiated before the board of the Parent Company and/or the Enterprise decides to enter into Agreement with the selected Investor.

9. RELEVANT LEGISLATION

'On the Approval of the Description of the Procedure for the Implementation of the Property and Non-property Rights of the State in State-owned Enterprises', approved by the Government of the Republic of Lithuania by Resolution No 665 of 6 June 2012.

The Group's Market Abuse Prevention Policy.

Guidelines for the Management of the Group's Insider Information.