

GENERAL TERMS AND CONDITIONS**1. APPLICATION**

- 1.1. These General Terms and Conditions shall apply to the agreements on ticket distribution service entered into between the Distributor and the Organisers.
- 1.2. The terms in capital letters shall have the meanings as specified in Annex II to the Agreement, except when expressly stated otherwise or a different meaning is subject to the context.
- 1.3. These General Terms and Conditions shall be considered part of the Agreement. By signing the Agreement, the Organiser shall be deemed to have agreed to these General Terms and Conditions.

2. OBLIGATIONS OF THE PARTIES

2.1. By entering into the Agreement, the Distributor undertakes to:

- 2.1.1. Distribute Tickets to the Event according to the procedure specified in the Agreement;
- 2.1.2. Ensure that the data entered into the System corresponds to the data provided in the Organiser's Event form, seating plan, textual and visual information;
- 2.1.3. Grant the Organiser access to the Organiser's module, where data about distributed Tickets to the Event shall be stored;
- 2.1.4. Settle with the Organiser according to the procedure established in Section 4 of the General Terms and Conditions;
- 2.1.5. Provide information to the Organiser on the services offered by the Distributor and changes related to the provision thereof.

2.2. When entering into the Agreement, the Organiser undertakes to:

- 2.2.1. Distribute Tickets to the Event only in accordance with the procedure specified in the Agreement.
- 2.2.2. Ensure that the information provided to the Distributor is correct, complete and in compliance with the valid legal acts of the Republic of Lithuania;
- 2.2.3. Settle with the Distributor in timely and due manner according to the procedure established in Section 4 of the General Terms and Conditions;
- 2.2.4. Inform the Distributor on the Event's communication plan, such as prepared articles, promotional layouts, audio/visual materials for public information media, etc.;
- 2.2.5. Promote the Event according to the identification style approved by the Distributor, indicating the Distributor as the distributor of tickets to the Event (the identification style is specified in Annex IV to the Agreement);
- 2.2.6. Inform the Clients that Tickets to the Event can be purchased in the Distributor's System or at the Box Office;

- 2.2.7. Where the Event does not take place, the date of the Event changes or the Event is replaced by another Event, the distribution of Tickets has already started and is suspended for the reasons specified in this Clause, then the refund of money for the Tickets shall be resolved in accordance with the procedure provided for in Section 7 of the General Terms and Conditions. The Organiser shall be fully liable to the Clients and other third parties, including competent authorities, etc., for Ticket refunds non-executed or executed in undue manner, as well as for all damages caused by the Event not taking place or the Event date being changed;
- 2.2.8. Be responsible for using the Organiser's module (if used). Individual login data to the Organiser's module provided to the Organiser by the Distributor may not be disclosed to third parties without the written consent of the Distributor;
- 2.2.9. To protect the interests of the Clients, after the Distributor submits a written request, provide the Distributor with certified copies of contracts and other documents concluded with business entities managing the Event venue; as well as certified copies of contracts with performers and other documents that would help ensuring the smooth organisation of the Event. The information provided by the Organiser under this Clause shall be considered confidential. In the event that the Organiser fails to submit these documents within the time limit set by the Distributor, the Distributor shall have the right to immediately suspend the distribution of Tickets to the Event until the Organiser submits such documents, and if they are not submitted, the Distributor shall have the right to terminate the distribution of Tickets to the Event;
- 2.2.10. The Organiser agrees that data on the amount of distributed Tickets and the amount of money received for the Tickets to the Event shall be disclosed to the manager of the venue where the Event would take place without the separate written consent of the Organiser.

3. OPERATION OF THE SYSTEM

- 3.1. The Distributor shall make efforts to make the System available to the Organiser and the Clients 24 hours a day, 7 days a week, except for the period of scheduled maintenance of the System. The Distributor does not guarantee or warrant that the operation of the System would be uninterrupted and error-free. The Organiser acknowledges that the System is provided 'as is' without any express or implied warranties, including all implied warranties of merchantability and fitness for a particular purpose.
- 3.2. The Distributor does not assume any responsibility or obligations to guarantee specific System uptime, service levels or response time to System's breakdown.
- 3.3. To ensure the continuous implementation of innovations, security and improvement of the System, the Distributor shall reserve the right to change the functionality of the System at any time, expanding or narrowing its scope, adding new functions or otherwise changing the System without the separate permission of the Organiser.
- 3.4. The Organiser is aware that when making changes to the System, which must be carried out in compliance with security, safety, legal or regulatory requirements, the Distributor may not be able to notify about this in advance.

4. PAYMENT PROCEDURE

- 4.1. The Distributor shall settle with the Organiser for the sold Tickets after the Event. The Distributor shall transfer the amounts received for the sold Tickets, after deducting the Commission Fee and the Service Fee to the Organiser's bank account specified in the Special Terms and Conditions of the Agreement. According to a separate agreement, the Organiser may request payment for part of the sold Tickets before the Event.
- 4.2. The Distributor shall send invoices to the Organiser by e-mail.

- 4.3. Within seven business days following the Event, the Parties shall agree on mutual settlements, pay for the services provided and sign the Settlement Statement.
- 4.4. Within three business days as of the date of receiving the Settlement Statement, the Organiser must e-mail to confirm that the data provided in the Settlement Statement is correct. Any type of claims related to the information specified in the Settlement Statement must be submitted by the Organiser within three business days as of the date of receiving the Settlement Statement. Where the Organiser fails to submit any claims within the above-mentioned time limit, it shall be considered that the Organiser agrees with the submitted Settlement Statement and agrees that the data provided therein is correct.
- 4.5. Where, during monthly payments, the Organiser's funds available to the Distributor are not sufficient for the Distributor to deduct the fees due to the Distributor for the services provided, the Organiser must pay the outstanding amount by bank transfer to the Distributor's account no later than within two business days as of the date of receiving VAT invoice.
- 4.6. The Parties shall have the right to offset same-type counterclaims arising from the Agreement.
- 4.7. The Parties agree that in the event that a Ticket buyer pays for the Ticket with a credit card, the Distributor shall transfer this amount to the Organiser only after the Event and only if the payment was legal and the bank servicing bank payment card payments does not require the Distributor to transfer this amount to the bank, in accordance with the procedure and conditions stipulated in the contract entered into between the Distributor and the relevant bank. The Parties agree that the Organiser shall have no claims regarding the making of the payments specified in this Clause of the Agreement in accordance with the procedure set out in this Clause of the General Terms and Conditions and, except for the cases clearly defined in the General Terms and Conditions, shall not require the Distributor to pay any interest, late fees or other penalties.

5. RESPONSIBILITY

- 5.1. The civil liability of the Distributor can arise only in the presence of fault.
- 5.2. The total civil liability of the Distributor arising from or related to the Agreement to the Organiser shall not exceed the amount, i.e. shall be limited to the amount, that the Organiser actually paid to the Distributor under the Agreement for the services provided, such as the Commission Fee, the Service Fee, during the six-month period prior to the occurrence of the damage.
- 5.3. The Party that has violated this Agreement must compensate the other Party for the direct losses incurred as a result of such actions or inaction, i.e. amount of losses subject to, among other things, the limitation of civil liability provided for in these General Terms and Conditions.
- 5.4. The Organiser shall be fully responsible for the correctness and completeness of the data provided to the Distributor in the Event form, the seating plan and other data related to or arising from this Agreement. Any losses incurred by the Distributor due to the fact that the data provided by the Organiser was incomplete and/or incorrect must be compensated by the Organiser to the Distributor.
- 5.5. Where the Organiser violates the obligation provided for in Clause 2.2.1. of the General Terms and Conditions, the Distributor shall have the right to cancel the discounts applied to the Organiser, and:
 - 5.5.1. Recalculate the Commission Fees and such other fees for the Events that have already taken place according to the standard rate specified in the Special Terms and Conditions of the Agreement, without applying a discount, and draw up and submit a new VAT invoice for payment for the difference between the previously applied rate with a discount and the rate without a discount;

- 5.5.2. Continue to apply the standard rate provided for in the Special Terms and Conditions of the Agreement to all Events held after the day of the breach, without any discounts, or to terminate this Agreement by notifying the other Party five business days in advance.
- 5.6. The Distributor shall not assume responsibility for the availability and quality of services provided by third parties, e.g., Internet connection provider, etc., even though they are necessary for the successful operation of the System, that is for the Clients being able to purchase Tickets to Events, etc. The Distributor shall have no liability or responsibility for any failure to perform or any delay in performance of any obligations under the Agreement caused by any other act or event beyond the Distributor's control, including System's unavailability due to unavailability of third party services as described above or network problems.
- 5.7. Where the Parties are late in paying within the terms stipulated in this Agreement, the guilty Party shall pay interest at the rate of 0.02% of the outstanding amount for each day of delay.
- 5.8. The Distributor shall have the right to hire third parties to provide services, the Distributor shall however be responsible for the appropriate quality of services provided by third parties to the Organiser.
- 5.9. The Party unconditionally undertakes to compensate the other Party for any fines imposed by the competent authorities provided that these fines were imposed on the Distributor for reasons attributable to the Organiser, e.g., if the Distributor did not refund money to the persons who bought Tickets for the Event that did not take place / will not take place due to a lack of working capital, which was caused by the Organiser not transferring the payment of the above-mentioned amount to the Distributor or the like.
- 5.10. The Party to the Agreement shall not be responsible for non-fulfilment or undue fulfilment of obligations, if the non-fulfilment of obligations was caused by force majeure circumstances.
- 5.11. The Parties agree that a claim received from the Client, which is related to the Event for which Tickets were distributed by the Distributor, where the circumstances presented confirm that the Distributor is not at fault, shall be examined by the Organiser. Upon receiving such a claim, the Distributor must forward it to the Event Organiser, notifying the Client thereof.
- 5.12. The Organiser shall examine the claim and make a decision. The Organiser shall communicate with the Client and, in case of a justified claim, compensate the Client for the losses incurred. Only in the event that the claim is justified and the Distributor's fault is established in a court of law, the Organiser shall have the right to recover losses from the Distributor by way of recourse; this however shall not give the Organiser the right to refer the Client to the Distributor.
- 5.13. Nothing in these General Terms and Conditions shall exclude or in any other way limit the responsibility of the Distributor for damages caused by wilful misconduct /intentional fault or gross negligence. In addition, the Distributor's liability cannot be limited in other cases and to the extent that the mandatory norms of applicable laws clearly prohibit such a limitation: In the event of death or bodily injury, non-pecuniary damage, or in another case, where applicable.

6. PROCEDURES APPROVED BY THE DISTRIBUTOR AND PROCEDURE FOR CHANGING THEM

- 6.1. Taking into account the principles and methodology of the System's operation, as well as in order to implement the protection of the interests of the Clients (as users) and to unify the procedures arising from this Agreement, the Distributor has prepared and approved a procedural document attached to the Agreement as Annex III, with which the Organiser is introduced before entering into the Agreement.
- 6.2. In the event of a change in the functionality of the System, implementation of new changes to the System, acquisition of new equipment or improvement of equipment, or for other objective reasons, the Distributor shall have the right to unilaterally supplement and change the procedures, informing the Organiser of the changes in writing.

- 6.3. The Parties agree that the new version of the Procedures shall not be signed by the Parties again and shall not be additionally attached as an annex to the Agreement.
- 6.4. The Distributor shall have no obligation to inform the Organiser on the change in the procedures by any additional means, the Organiser shall therefore be responsible for getting familiarised with reading the new version of the Procedures.

7. TICKET REFUND PROCEDURE

- 7.1. The Distributor shall mediate between the Organiser and the Clients by entering into Ticket sales contracts on behalf and in the interests of the Organiser. The Distributor shall not be obliged and cannot perform the Ticket sales contracts entered into. All the rights and obligations of the Clients, i.e. Ticket buyers, shall be managed, ensured and implemented by the Organiser, who shall be responsible for the content, changes and implementation of the rights and obligations of the Ticket buyers.
- 7.2. In case the Event is cancelled, the time, venue and/or performers of the Event are changed, or the Event is replaced by another Event, the Organiser shall take full responsibility and refund the money for the Tickets to the Clients, as well as compensate the damages to the Clients, and shall be responsible for all Clients' claims. Where the money for the Tickets is refunded and the Service Fee has been applied to the Tickets, the Organiser must ensure that the Service Fee is also refunded to the Ticket buyers, i.e. the Clients, at the Organiser's expense. In order not to mislead the Clients, the Organiser must emphasize in all communication, including public, as well as communication with the Clients, that the Organiser is directly responsible for the Event that did not take place, changes thereof and/or the refund of the money for the Tickets. The Organiser must answer to the Clients, ensure they are informed and the exercise of other rights, taking into account the fact that a large part of the Clients are consumers. According to the invoices issued by the Distributor, the Organiser must pay for all the services provided by the Distributor before the date of the start of refunding the money for the Tickets to the Clients, if such invoices are not paid by an earlier deadline, including the method provided for in Clause 7.4.1 of the General Terms and Conditions.
- 7.3. The Organiser can order representation and/or other services from the Distributor related to the fulfilment of the specified obligations to the Clients in accordance with Clause 7.2 of the General Terms and Conditions, i.e. for the Distributor to act on behalf of the Organiser and refund the money through the System and/or the like, provided that the Organiser provides the Distributor with the necessary funds to refund the money for the purchased Tickets and pay the Distributor for the services provided. In this case, the Parties agree on all the detailed conditions. In any case, the provision of the services provided for in this Clause to the Organiser shall not in any way cancel and/or limit the Organiser's full and direct responsibility towards the Clients for the Event not taking place, changes thereof and/or refunding the money for the Tickets.
- 7.4. The Organiser undertakes to inform the Distributor in writing, immediately after the cancellation of the Event was announced or after the time and venue of the Event were changed, of the Organiser's choice to fulfil the obligations provided for in Clause **Error! Reference source not found.** of the General Terms and Conditions to the Clients, including the refund of money for the Tickets, without the assistance and/or services of the Distributor. In this case, the Distributor shall have the right to perform the following actions with the income (amounts) received for the Tickets sold to the Event that is still with the Distributor:
 - 7.4.1. The Distributor shall cover the unpaid invoices for the services provided by the Distributor at the expense of the income (amounts) received for the Tickets sold to the Event;
 - 7.4.2. The Distributor shall keep at its disposal the price (amount) of the Tickets purchased with a credit card, which is allocated to ensure that the refund is properly executed to the Clients who purchased the Tickets using credit cards. In this case, the Clients have the right to give direct instructions to the credit institution that issued the credit card to cancel the transaction within 120 days;

- 7.4.3. Where, in 120 calendar days as of the start date of the Event, part of the income (amounts) received for the Tickets sold to the Event is still with the Distributor and the Distributor and/or the Clients have no remaining claims, the Distributor shall return to the Organiser the remaining part of income (amounts) received for the Tickets sold to the Event. In each case, the Organiser undertakes to compensate the Distributor for all additional costs incurred as a result of refunding money for Tickets to the Clients.
- 7.5. Where within 7 (seven) calendar days after the cancellation of the Event was announced or after the time, venue, performers of the Event was changed or the Event was replaced by another Event, the Organiser **(i)** did not order a refund service for the sold Tickets from the Distributor, and /or **(ii)** did not provide the Distributor with the necessary funds, and /or **(iii)** did not inform the Distributor in writing that the Organiser will process the refund of the Tickets in due and complete manner without the Distributor's assistance, the Distributor shall have the right (but not the obligation) to refund the money for all or part of the sold Tickets to the Clients, provided that the Organiser is informed on this in writing (by e-mail). In this case, unless agreed otherwise, a Commission Fee shall be applied to all such refunded Tickets, and the Organiser shall be additionally obliged to reimburse the Distributor for all expenses incurred due to the refund of the Tickets. If the money for the Tickets is refunded and the Service Fee has been applied to the Tickets, this fee shall be refunded to the Ticket buyers, i.e. the Clients, at the expense of the Organiser. If the money for the Tickets is refunded to the Clients, the Organiser shall be obliged to return all advance payments received from advance sales, if the Distributor made such advance payments, i.e. a separate agreement was concluded in accordance with the procedure established by Clause **Error! Reference source not found.** of the General Terms and Conditions, and shall pay for all the Distributor's provided services (including the service of refunding money for the Tickets to the Clients) according to the invoices issued by the Distributor until the day of the start of refunding money for the Tickets to the Clients. The Distributor shall refund the money to the Clients for the Tickets at the expense of the income (amounts) received for the Tickets sold to the Event, taking into account the following principles and procedure:
- 7.5.1.1. The Distributor shall cover the unpaid invoices for the services provided by the Distributor, including the service of refunding money to the Clients for the Tickets, at the expense of income (amounts) received for the Tickets sold to the Event;
- 7.5.1.2. The Distributor shall allocate part of the remaining income (amounts) received for the Tickets sold to the Event to ensure that the Distributor can refund the price of the Tickets purchased by credit card within 120 calendar days from the start date of the Event;
- 7.5.1.3. The Distributor shall allocate part of the remaining income (amounts) received for the Tickets sold to the Event to ensure that the Distributor can refund the price of hardcopy Tickets purchased at the points of sale within 120 calendar days from the start date of the Event;
- 7.5.1.4. Within 120 calendar days from the start date of the Event, the Distributor shall refund the price of all other Event Tickets at the expense of the income (amounts) received for the Tickets sold to the Event, taking into account the respective applications and the procedure of filing thereof;
- 7.5.1.5. Where, 120 calendar days after the start date of the Event, part of the income (amounts) received for the Tickets sold to the Event is still with the Distributor and the Distributor and/or the Clients have no remaining claims against the Organiser, the Distributor shall return the remaining income (amounts) received to the Organiser for the Tickets sold to the Event. In each case, the Organiser shall undertake to reimburse the Distributor for all additional costs incurred as a result of refunding money for the Tickets to the Clients, and to pay for these refund-related services a fee equal to the Commission Fee, taking into account the amount of money refunded for the Tickets.

7.6. In all cases, the Organiser shall be responsible for all Client claims and demands. Therefore, if by any means solving and /or ensuring the rights of the Clients, there are unfulfilled obligations to the Clients, for instance, when performing refunds for the Tickets according to the procedure established in Clause **Error! Reference source not found.** of the General Terms and Conditions, the income (amounts) received by the Distributor from the Tickets sold to the Event are not sufficient to settle with a part of the Clients, the Organiser shall be directly responsible for all the Clients' demands.

8. PROMOTION OF EVENTS

8.1. Before signing the Agreement, the Organiser acknowledges that the Organiser is familiar with the rules for using the Distributor's trademark in event promotion (See Annex IV) and agrees to comply with them.

8.2. The Parties may sign a separate agreement (See Annex V) regarding promotion of the Events on the Distributor's channels. All other agreements regarding the distribution of the Organiser's Events shall be signed separately and become an integral part of the Agreement.

9. DECLARATIONS AND GUARANTEES OF THE PARTIES

9.1. The Parties and/or representatives thereof declare and guarantee to each other that:

9.1.1. Each of them is a company duly founded and operating in accordance with the legislation of the Republic of Lithuania;

9.1.2. Each of them and/or representatives thereof have absolute and unrestricted right and authority to enter into the Agreement. The Agreement shall mean a valid and legally binding obligation of the Party that can be enforced under the terms of the Agreement;

9.1.3. Neither the conclusion, signing and submission of the Agreement, nor compliance with the terms and conditions of the Agreement, shall be in conflict with or violate: (i) any applicable or binding ruling, resolution, prohibition to perform certain actions, order or decree of a court or state or local authority; (ii) any contract, license, obligation or permit to which it is a party; (iii) any applicable law; (iv) the rights of the Party's creditors or shareholders;

9.1.4. Each of them is solvent according to the legal acts of the Republic of Lithuania and there are no lawsuits filed and no grounds for a bankruptcy or restructuring lawsuit filed against them.

9.2. The Parties confirm that they have entered into this Agreement based on the declarations and guarantees of the other Party.

10. NOTICES

10.1. All information, notices, correspondence or claims between the Parties related to the Agreement shall be considered duly served when sent/delivered according to the details of the Parties specified in the Special Terms and Conditions of the Agreement, in one or more of the following ways: (i) by e-mail, (ii) by registered mail, (iii) via courier (with confirmation of delivery), or (iv) by personal delivery against signature.

10.2. All information, notices, correspondence or claims related to the Agreement shall be deemed received:

10.2.1. If the notice is sent by e-mail: on the next business day after it is sent by e-mail (without receiving an automatic reply that the notice was not sent);

10.2.2. In the case of a registered mail: three business days as of the day when the relevant notice was sent by registered mail;

10.2.3. In the case of delivery of the notice via courier (with confirmation of delivery) and in the case of personal delivery against signature: on the day when the addressee receives a relevant notice delivered to their address and confirms receipt thereof.

10.3. Each Party must notify the other Party immediately, but no later than within three calendar days, of a change in its address and other details specified in the Agreement. Where the Party fails to fulfil this obligation, any notice sent to the last specified details of such Party shall be deemed to have been sent duly and any negative consequences of such failure shall be borne by the Party that did not notify about the change in details.

11. AMENDMENT OF THE AGREEMENT

11.1. The Distributor shall have the right to unilaterally amend the terms of the Agreement, including rates /prices, by notifying the Organiser in writing (e-mail notification shall also be considered a due notification in writing) 30 days before the relevant amendments come into force. All Events booked and/or confirmed prior to the amendments shall be subject to the terms of the Agreement in effect at that time.

11.2. Where the amendment referred to in Clause **Error! Reference source not found.** worsens the Organiser's status, the Organiser shall have the right to terminate the Agreement unilaterally and without resorting to court, by informing /notifying the Distributor in writing 14 days in advance.

11.3. The Agreement may be amended and supplemented by a written agreement of the Parties, except for the cases provided for in this Agreement.

12. ENFORCEMENT OF SANCTIONS, ANTI-MONEY LAUNDERING REGULATIONS AND THE 'KNOW YOUR CLIENT' PRINCIPLE

12.1. The Organiser confirms to the Distributor that there are no persons subject to international sanctions in Lithuania, the European Union and/or the United States of America, or persons who violated money laundering and terrorist financing regulations applicable in Lithuania, the European Union and/or the United States of America, among the Organiser and beneficiaries thereof, any performers of the Event, persons performing, as well as persons involved in the organisation of the Event. The Organiser has carried out and continues to carry out biographical checks of persons participating in the Event or contributing to the organisation of the Event in order to identify related persons and to check whether such persons are not subject to the aforementioned criteria.

12.2. In the event of any suspicions, the Organiser must disclose to the Distributor all data allowing to identify the Organiser and beneficiaries thereof, all performers participating in the Event, other persons performing, or persons involved in the organisation of the Event and must check whether such persons are not subject to international sanctions.

12.3. Where the Distributor has serious grounds to suspect that the Organiser has violated the obligations set out in Section 12 of the General Terms and Conditions during the execution of this Agreement, or that among the Organiser or beneficiaries thereof, any Event performers or persons involved in the organisation of the Event there are persons who do not meet the criteria set out in Clause 12.1, the Distributor has the right suspend the performance of the Agreement or certain obligations arising from the Agreement until the relevant circumstances are clarified, especially until the Organiser proves in a sufficient manner that all suspicions are groundless. In the case of reasonable suspicions as described above, the Distributor has, among other legal remedies, the right to suspend any payments to the Organiser, Event performers or persons involved in the organisation of the Event (if any). Where, within a reasonable period of time as of the date of receiving a corresponding notice from the Distributor, the Organiser is unable to prove in a sufficient manner that any allegations made are groundless, the Distributor shall have the right to immediately terminate the Agreement unilaterally and without resorting to court, after notifying the Organiser. Notwithstanding the termination of the Agreement, the Distributor shall have the right to withhold payments

resulting from the termination of the Agreement or as a result of the termination of the Agreement until the relevant factual circumstances are clarified.

- 12.4. The Distributor may also exercise the rights set out in Clause 12.3 at the request of the payment service provider providing services to the Distributor, and if such a request is made, it shall be presumed that there are reasonable suspicions.
- 12.5. The Parties have agreed that although the Distributor acts with care when exercising the rights set forth in Section 12 of the General Terms and Conditions, under any circumstances the Distributor shall not be liable for any damage that the Organiser or third parties suffer as a result of the Distributor's exercise of the rights set forth in Section 12 of the General Terms and Conditions.

13. FINAL PROVISIONS

- 13.1. All disputes related to or arising from the Agreement shall be resolved through negotiations between the Parties. Where it is not possible to resolve the dispute through negotiations, they shall be resolved in a court of the Republic of Lithuania with a territorial jurisdiction determined based on the Distributor's registered office (address).
- 13.2. The Agreement is concluded and shall be interpreted in accordance with the laws of the Republic of Lithuania.
- 13.3. The Agreement, annexes thereto and all information, documents and correspondence related to the Agreement shall be considered confidential and may not be disclosed to third parties, unless such disclosure is required by law.
- 13.4. Where any of the terms of the Agreement are declared invalid in accordance with the procedure established by the legal acts of the Republic of Lithuania, the other terms of the Agreement shall remain in force. The Parties undertake to use all commercially reasonable efforts to replace the invalid provision with a valid provision that is closest in content to the provision replaced.