

AGREEMENT ON PARTICIPATION IN ONLINE AUCTION No. ____
2021_____(YYYY-MM-DD), Vilnius**1. GENERAL PROVISIONS**

- 1.1. The present Agreement regulates the organisation and execution of auctions published on the website www.evgauto.lt as well as other important terms and conditions.
- 1.2. In this Agreement, unless the context requires otherwise, the terms specified below shall have the following meanings:
 - **Auction** – an online method of selling (transferring) used vehicles and their parts carried out electronically on the website designed specifically for the auction, using an information system where the number of Bidders is not limited and the right to purchase the auctioned Property is acquired by the Bidder who offers the highest price and with whom a sales contract is signed.
 - **Property** – vehicles, their parts and property rights to them for which the Auction is held.
 - **Auctioneer** – **UAB Eksporto vystymo grupė**, a private limited liability company established in accordance with the laws of the Republic of Lithuania and registered in the Register of Legal Entities, registered office address Ukmergės str. 317B, LT-06306 Vilnius, Republic of Lithuania, company code 302521631, VAT payer's code LT100005472215.
 - **Bidder** – a natural or legal person who has registered on the website of the Auctioneer in accordance with the established procedures and signed the present Agreement, including signing it electronically.
 - **Auction Winner** – a Bidder who has bid the highest price for the Property at the end of the Auction.
 - **Participation in the Auction** – actions granting the rights and creating the obligations to the Bidder, the proper and timely performance of which entitles it to win the auction and sign the Sales Contract with the Seller, and the non-performance or improper performance of which enables to impose civil liability provided for in the legal acts of the Republic of Lithuania and the present Agreement. A bid placed for the Property shall be considered to be the start of participation in the auction.
 - **Minimum Reserve Amount**– initial price of the Property determined by the Seller.
 - **Seller** – owner of the auctioned Property or person authorised by the owner.
 - **Buyer** – a Bidder who is offering its price for the auctioned Property.
 - **Parties or Party** – Auctioneer and Bidder (collectively or each individually).
 - **Agreement** – the present agreement on the procedures of participation in the online auction available on the website www.evgauto.lt, the transfer of Property and other terms and conditions.
 - **Property Price** – highest price offered for the vehicle or part thereof in the Auction.

- 1.3. The Auction is open to natural and legal persons of the Republic of Lithuania and foreign countries, other organisations, as well as branches and representative offices of legal entities or other organisations.

2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 2.1. By signing this Agreement, the Bidder shall declare and warrant its interest in participating in the Auction and exercising the specified rights and performing the specified obligations.
- 2.2. By signing this Agreement, the Auctioneer shall declare and warrant its material and organisational ability to organise the Auction.
- 2.3. By signing the Agreement, the Parties shall confirm to each other and warrant that:
 - 2.3.1. The Party can conclude this Agreement and perform the obligations arising therefrom;
 - 2.3.2. The Agreement is signed by a duly authorised representative of the Party and creates existing rights and obligations for the Party;
 - 2.3.3. Provisions set forth in the present Agreement or any part thereof are not in conflict with the provisions of other agreements and/or legal acts in force for the Party, including those relating to judgements of the court (arbitration);
 - 2.3.4. The Parties are not aware of any legal (arbitration) proceedings that may reduce their ability to fulfil their obligations assumed under the present Agreement, and are not aware if anyone intends to initiate such litigation against them;
 - 2.3.5. The provisions of the present Agreement express the true will of the Party. The Party accepts all the rights, obligations and responsibilities set forth in the present Agreement.

3. OBLIGATIONS OF THE AUCTIONEER

- 3.1. The Auctioneer shall undertake to ensure the smooth operation of the Auction's website www.evgauto.lt and, if necessary, undertake immediate troubleshooting measures. The Auctioneer shall not be liable for any disruptions that were not caused by the Auctioneer and that are beyond the Auctioneer's control (e.g., communication failures, breakdowns, etc.).
- 3.2. The Auctioneer shall undertake to publish verified and correct information about the auctioned Property.
- 3.3. The Auctioneer shall undertake to ensure that the auctioned Property has all the documents necessary for registration, if the legal acts of the Republic of Lithuania provide for the registration of such Property. This provision may not apply to documents determining the technical condition of the Property and/or permission to use it in public traffic.
- 3.4. The Auctioneer shall not be obligated to ensure that the auctioned Property is not restricted, pledged, seized, transferred, or otherwise encumbered, or that the Property is not subject to any disputes pending before courts or arbitration institutions. The Seller of the Property is responsible for providing such information, not the Auctioneer.
- 3.5. The Auctioneer shall undertake to ensure the security of the Bidder's personal data in accordance with the procedures established by law.

4. OBLIGATIONS OF THE BIDDER

- 4.1. The Bidder shall undertake to responsibly and fairly bid on the auctioned Property and to acquire the Property if its bid is the highest at the end of the Auction (i.e. if the Bidder wins the Auction). The Bidder shall not be entitled to withdraw its bid or reduce the bid amount.
- 4.2. The Bidder shall undertake to pay a deposit provided for in clause 7.1 hereof.
- 4.3. After winning the Auction, the Bidder shall undertake to enter into a sales contract with the Seller of the Property and to collect the Property within 5 (five) calendar days from the receipt of confirmation provided for in clause 5.9 hereof.
- 4.4. After winning the Auction, the Bidder shall undertake to pay its offered price for the Property to the bank account specified by the Seller within 5 (five) calendar days from the receipt of confirmation provided for in clause 5.9 hereof.
- 4.5. Upon winning the Auction, the Bidder shall undertake to pay an auction success fee to the Auctioneer within the terms and in accordance with the procedures set forth in clause 7.4 of this Agreement.
- 4.6. The Bidder shall undertake not to use the auction system for illegal actions and transactions or for fraud. The Bidder is informed that its illegal actions may be reported to law enforcement authorities.
- 4.7. The Bidder shall undertake not to use for its personal and/or commercial purposes the photos of the Property and/or other information about the Property provided in the auction system (e.g., published on online advertising portals, etc.) regarding specific Property until the Bidder acquires ownership of that specific Property, the photos and/or information of which have been provided.
- 4.8. The Bidder shall undertake not to disclose its login information and passwords to any third parties. The Bidder shall be personally responsible for keeping its login information secret and for the actions of other persons who have used the Bidder's login information. The Auctioneer shall not be liable for any damage caused by third parties to the Bidder if the Bidder discloses its login information or loses such information due to negligence. The Bidder shall be liable for all of its actions carried out on the website www.evgauto.it, as well as data or offers that the Bidder provided intentionally (knowingly) or due to negligence (inadvertently).

5. START, PROGRESS, AND END OF THE AUCTION

- 5.1. After signing the Agreement and paying the deposit, the Bidder shall be given access to the list of auctioned Property, detailed descriptions thereof, photos, and the right to bid (participate in the Auction).
- 5.2. Description of Property shall include its title, year of manufacture, purpose, technical data (fuel type, body type, gearbox type, etc.), condition, defects, etc. This provision does not apply to the auctions of vehicle parts.
- 5.3. When placing its Property up for auction, the Seller shall disclose all information known and available to the Seller regarding the actual condition of the Property which became evident and was disclosed during the inspection of the Property. This is considered to be all information known to the Seller and the Auctioneer about the Property. When placing a bid, the Buyer shall act at its own risk regarding any possible Property defects, discrepancies, etc. and shall be responsible for the performance of its obligations to purchase the said Property. The Bidder

confirms that it shall not make any claims against the Auctioneer regarding any Property defects, deficiencies, discrepancies, etc., except when there are clearly missing vehicle parts or equipment, or when the wheels and/or tires differ from those shown in the photos, and, upon winning the Auction, the Bidder must buy the said Property if the Seller agrees to sell it. The Auctioneer does not provide information about the condition of the Property (condition of the engine, gearbox and other non-visible parts).

- 5.4. During the Auction, the price for the Property is offered in a closed bid – the auction system shows the Bidder only the minimum reserve amount but not the bids. The Bidder may bid any price above the minimum reserve amount.
- 5.5. The number of bids for each Property is unlimited and bids can be made until the end of a particular auction.
- 5.6. Bidders shall place their bids for the auctioned Property in whole numbers. Unless indicated otherwise, the provided prices shall include VAT and all other taxes payable by the Seller.
- 5.7. After an auction is closed, its result shall be shown to the Bidder via the website's light system:
 - 5.7.1. Green - the amount offered for the Property by the Bidder is the highest;
 - 5.7.2. Yellow - at the moment, the amount offered by the Bidder is not the highest;
 - 5.7.3. Red - at the moment, the amount offered by the Bidder is not the highest;
- 5.8. The Auction closes at the date and time specified on the website or in the auction announcement. At the end of the Auction, the Auctioneer shall contact the Seller of the auctioned Property for its consent to sell the said Property to the Auction Winner.
- 5.9. Upon receipt of the Seller's consent to sell the Property to the Auction Winner, the Auctioneer shall provide the Auction Winner with a confirmation of the sale of the Property by e-mail or text message. Confirmation of sale of the Property to the Auction Winner shall be submitted within 15 calendar days after the end of the Auction.
- 5.10. If the Auction Winner does not receive a confirmation of sale of the Property from the Auctioneer until the expiration of the confirmation receipt deadline set forth in clause 5.9, the Auction Winner shall be released from its obligation to buy the Property at its proposed price, unless the Auction Winner agrees otherwise with the Seller after the said deadline. In such a situation, the Auction Winner shall be entitled to claim compensation for losses actually incurred and proven by written documents, except for lost income, provided that the Bidder has notified the Auctioneer in writing prior to entering into the present Agreement about the fact that, due to the Seller's refusal to sell the Property won by the Bidder in the Auction, the Bidder may incur specific losses. The Bidder must indicate the probable extent of such losses and reasons for their occurrence, so that the Auctioneer would be able to properly assess the risk of concluding the Agreement and anticipate possible negative consequences. Upon the conclusion of the Agreement, the condition specified herein to notify the Auctioneer in writing shall remain valid prior to each participation in the Auction regarding specific Property.
- 5.11. The time shown on the website of the Auction may not coincide with the time displayed on the Bidders' devices. The Parties shall follow the time shown in a particular auction.

6. CONCLUSION OF A SALES CONTRACT

- 6.1. The Sales Contract between the Auction Winner and the Seller shall be signed and the Property shall be transferred to the Auction Winner within 15 calendar days from receipt of the confirmation provided for in clause 5.9.
- 6.2. The Auction Winner shall pay for the Property in accordance with the procedures provided for in clause 4.4 hereof.
- 6.3. Transfer of the Property shall be carried out by signing the deed of transfer and acceptance, except when the Sales Contract specifies that the Property is transferred at the time of signing the contract.
- 6.4. Property transportation and all other costs relating to the conclusion of the Sales Contract and the transfer of the Property shall be paid by the Auction Winner, unless otherwise provided in the announcement of a specific auction or otherwise agreed in writing with the Seller.
- 6.5. Any complaints regarding the condition of the Property, defects, missing parts, etc. must be submitted upon arrival to collect the Property by taking into account the provisions of clause 5.1.1 hereof. No claims shall be accepted after the Property has been collected.
- 6.6. The Auctioneer shall not be obliged to examine complaints regarding the following:
 - 6.6.1. Property damage caused before and on the day of signing the Sales Contract;
 - 6.6.2. Property damage or defects that were indicated in the data sheet during the Auction and/or were clearly visible in the photos of the Auction.
- 6.7. The Sales Contract may be terminated or not concluded if there are any restrictions, pledges, arrests or other encumbrances on the Property that prevent the transfer of the Property within a period of 15 (fifteen) calendar days.

7. PAYMENT FOR USING THE AUCTION

- 7.1. Upon signing this Agreement, the Bidder shall undertake to pay a deposit equal to EUR 200 (two hundred euros, 0 ct).
- 7.2. Payments under the present Agreement in favour of the Auctioneer shall be made by bank transfer to the Auctioneer's settlement account no. LT757044060007859240 opened in AB SEB Bank.
- 7.3. If the present Agreement is terminated and if the Bidder has no obligations to the Auctioneer (by not participating in the Auction), the deposit shall be returned to the Bidder within 15 (fifteen) calendar days from the date of termination of the Agreement.
- 7.4. Upon receipt of the confirmation provided for in clause 5.9 hereof, the Auction Winner must pay the Auctioneer an auction success fee equal to 10% (ten percent) of the Property Price (amount payable to the Seller) but not more than EUR 150 (one hundred and fifty euros, 0 ct). The auction success fee shall be paid to the Auctioneer to his bank account within 5 calendar days after receipt of the confirmation provided for in clause 5.9.

8. LIABILITY OF PARTIES

- 8.1. If the Bidder (winner) fails to fulfil its obligations provided for in clauses 4.3, 4.4 and 4.5 hereof, the Bidder (winner) shall undertake to pay a penalty equal to EUR 200 (two hundred euros, 0 ct) to the Auctioneer. The Auctioneer shall have the right to deduct the penalty amount from the deposit paid by the Bidder. Payment of the penalty shall not release the Bidder from its

obligation to reimburse the Auctioneer for losses if their amount exceeds the penalty amount, nor shall it exclude the possibility to apply clause 8.4 of the Agreement.

- 8.2. If the Auctioneer breaches its obligations assumed under section 3 hereof, the Bidder (winner) shall have the right to unilaterally terminate this Agreement and demand compensation for losses incurred due to the Auctioneer's fault.
- 8.3. If the Bidder breaches its obligations assumed under section 4 hereof, the Auctioneer shall have the right to unilaterally terminate this Agreement, remove the Bidder from the auction system and demand compensation for losses incurred by the Seller due to the Bidder's fault.
- 8.4. If the Agreement is terminated due to the Bidder's failure to fulfil its obligations, the deposit specified in clause 7.1 hereof shall not be returned to the Bidder and shall be considered as the minimum and unprovable losses of the Auctioneer.
- 8.5. If the Auction Winner fails to fulfil its obligation provided for in clauses 4.5 and 7.4 hereof within the specified term, the Auctioneer shall have the right to deduct this amount from the deposit paid by the Bidder.

9. VALIDITY AND EXPIRATION OF THE AGREEMENT

- 9.1. The present Agreement shall become effective on the date of its signing and shall remain effective for a period of one year. If, prior to the expiration hereof, neither Party submits a written request to terminate this Agreement, the Agreement shall be automatically extended for an indefinite period.
- 9.2. The Parties may terminate the Agreement by giving 10 (ten) calendar days' notice in writing to the other Party in accordance with the procedures set forth in clause 11 hereof.
- 9.3. The Agreement shall be terminated if the Bidder fails to fulfil its obligations assumed hereunder, commits fraud, or in the event of bankruptcy or reorganisation of the Parties.
- 9.4. Termination of the Agreement shall not release the Bidder from its obligation to pay for the acquired Property and from fulfilment of other obligations assumed hereunder and established by the legal acts of the Republic of Lithuania.

10. FORCE MAJEURE

- 10.1. The Parties shall not be liable for total or partial failure to fulfil their obligations under this Agreement, if this was caused by circumstances of force majeure. The Parties shall understand force majeure circumstances as they are defined in the Rules of Exemption from Liability on Appearance of Force Majeure Circumstances approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996, other legal acts and case law, as well as Resolution No 766 of the Government of the Republic of Lithuania of 29 July 2015 on the amendment of Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 on the approval of Procedure for Issuance of Certificates Evidencing the Existence of Force Majeure, if the Parties request for documents supporting the existence of force majeure circumstances.

11. PERSONAL DATA PROTECTION

- 11.1. The Auctioneer shall process the personal data of the Bidder (natural person or natural person representing a legal entity) in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as GDPR), Law on the Legal Protection of Personal Data of the Republic of Lithuania, and other legal acts regulating the protection of personal data.
- 11.2. The Auctioneer shall process personal data in order to properly execute the present Agreement, ensure a smooth, transparent and secure Auction process, and safeguard its rights and legitimate interests as well as those of the Bidders. The Auctioneer shall process the personal data of data subjects only in a lawful, fair and transparent manner (Article 6 of the BDAR):
 - 1) with the data subject's consent; 2) when data processing is necessary for the performance of an agreement to which the data subject is a party; 3) when the Auctioneer is obliged to process personal data by relevant legal acts (legal obligation); 4) when personal data must be processed due to the legitimate interest of the State Consumer Rights Protection Service.
- 11.3. The Auctioneer may transfer personal data to the Seller for the conclusion of relevant contracts regarding the Property. If necessary for the purposes mentioned herein, personal data may be transferred to strategic partners and other persons helping perform the Auction, the present Agreement or commercial activities for the purpose of cooperation, as well as to debt recovery entities. Data may be provided to competent state institutions or law enforcement authorities such as the police or supervisory authorities, but only upon request, when required by applicable legal acts or in cases and according to procedures provided for by law. The Auctioneer will not transfer data from the EU to a third country or international organisation.
- 11.4. Personal data will be retained for a certain period of time in order to ensure the legal interests of the Auctioneer in the event of a dispute or if the data is required by law. Personal data shall be retained for no longer than is reasonably necessary to achieve specific purposes.
- 11.5. The Bidder, as a natural person and data subject, shall have the following rights established in the GDPR: 1) right to be informed about the processing of its data; 2) right to access its data; 3) right to demand the rectification of data; 4) right to erasure of data ("right to be forgotten"); 5) right to restrict data processing; 6) right to data portability; 7) right to object to the processing of data. The data subject can exercise his/her rights either himself/herself or through his/her representative. If the data subject's representative applies on behalf of the represented data subject, he/she must indicate in the application his/her name and surname, contact details, name, surname and contact details of the represented person, information on the rights he/she wishes to exercise and to what extent, circumstances under which his/her personal data may have been collected, the manner in which he/she wishes to receive a reply, and attach a document certifying representation or a copy of a representation document approved in accordance with the procedures established by law.
- 11.6. In all matters relating to the processing of personal data and the exercise of data processing rights, the data subject shall have the right to contact the Auctioneer whose contact details are provided in this Agreement or on the website www.evgauto.lt
- 11.7. National personal data supervisory authority - State Data Protection Inspectorate is responsible for monitoring the application of the General Data Protection Regulation in the Republic of Lithuania.

12. FINAL PROVISIONS

- 12.1. All information provided herein shall be treated as confidential and shall not be used for purposes unrelated to the fulfilment of obligations assumed under this Agreement.
- 12.2. All notices, requests, inquiries and other documents which the Parties undertake to provide to each other shall be deemed to have been duly submitted if such documents are sent to the registered office address and/or residential address or e-mail specified in the "Details of the Parties" section. Notifications provided for in the Agreement may also be sent via text message by way of exception.
- 12.3. If a notification is sent via e-mail or text message, it shall be deemed to have been received by the Party on the same day if it was sent on a business day before the end of business hours, or on the following business day if it was sent on a non-business day or after business hours. If a notification is sent by mail, it shall be deemed to have been received by the addressee 3 (three) business days after the date it was sent, unless proven otherwise.
- 12.4. The Party must immediately, but not later than within 2 (two) business days, notify the other Party in writing about any changes in its address, telephone number or other details.
- 12.5. Disputes arising from the conclusion, interpretation and/or implementation of the present Agreement shall be resolved amicably by the Parties. If an agreement cannot be reached within 10 (ten) calendar days, the dispute shall be resolved in accordance with the laws of the Republic of Lithuania.
- 12.6. Any disputes arising out of or in connection with the Agreement shall be finally settled in the District Court of Vilnius City of the Republic of Lithuania or in the Vilnius Regional Court, depending on the disputed amount.

13. FINAL PROVISIONS

- 13.1. The Parties declare that they have entered into the present Agreement by free will and in accordance with the principles of fairness and justice.
- 13.2. The present Agreement may be amended or supplemented only by written agreement of the Parties which shall be deemed to be an Annex to this Agreement.
- 13.3. This Agreement has been concluded in Lithuanian, in 2 (two) copies of equal legal power – by giving a copy to each Party. This provision shall not apply to the conclusion of the Agreement by electronic means. If the Agreement is concluded by latter means, it shall be deemed valid and have equivalent legal force.

Details of the Parties:

Auctioneer	Bidder
UAB Eksporto vystymo grupė Company code: 302521631 VAT payer's code: LT100005472215 Registered office address: Ukmergės str. 317B, LT-06306 Vilnius Phone : +370 687 53353 E-mail: eksportogrupe@gmail.com	

Bank account no. LT757044060007859240, AB SEB bank	
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Signatures of the Parties:

On behalf of the Auctioneer:

Director Darius Tamašauskas

On behalf of the Bidder:

(Position, name, surname and signature of the Bidder or Bidder's representative)
