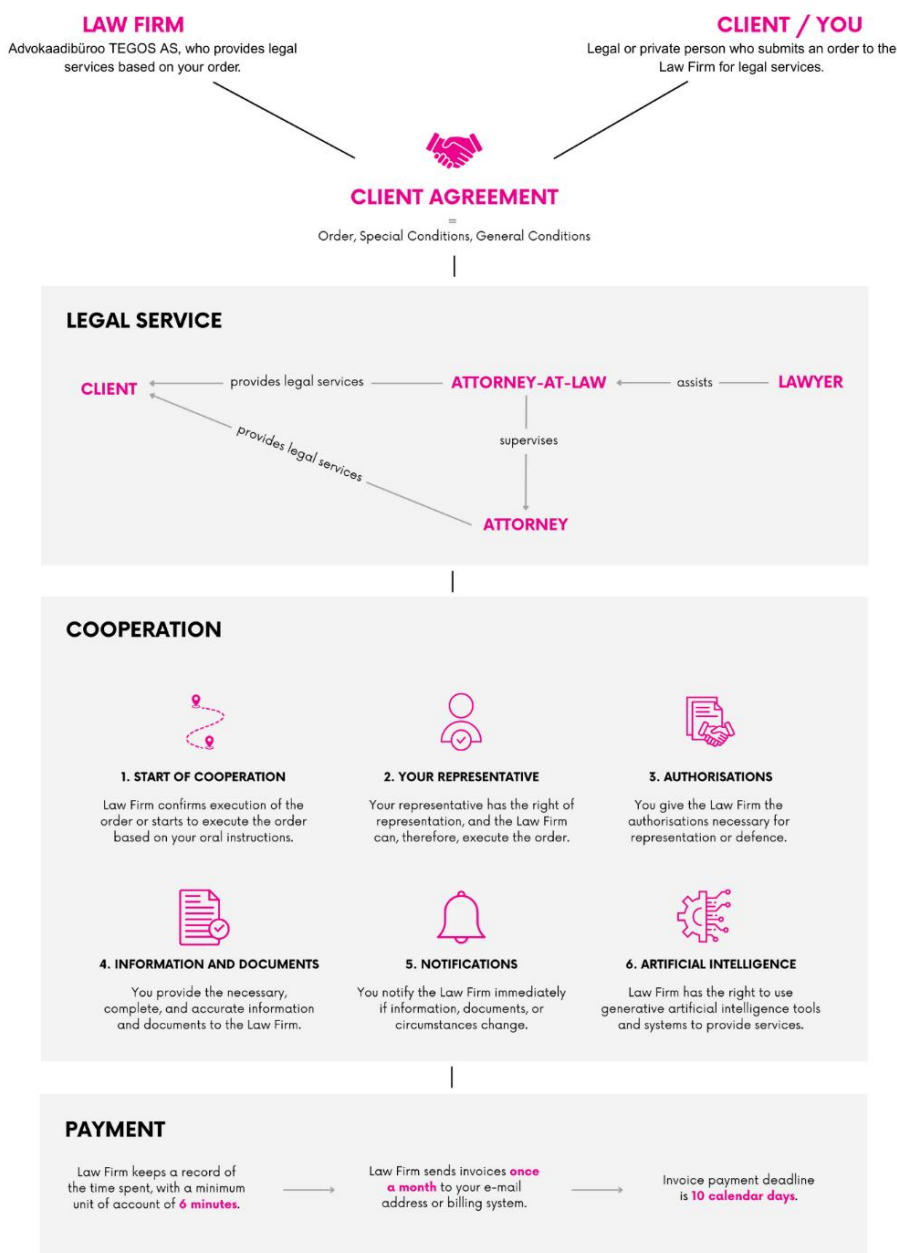


General Conditions of the Client Agreement

WELCOME!

You are about to read the General Conditions of the Client Agreement of Law Firm TEGOS AS (Estonia). The General Conditions are structured in such a way that you can first get a quick overview of the most important points and then read the full text. Take your time reading through the details!





1. WHAT SERVICES DOES THE LAW FIRM OFFER?

1.1. The Law Firm will only provide you with legal services. We act under the supervision of the Estonian Bar Association. In the provision of legal services, the Law Firm is guided by:

- the Estonian Bar Association Act,
- the Guidelines and Code of Conduct of the Estonian Bar Association, and
- other legislation.

1.2. Other services. If, in order to provide legal services, it is necessary to involve other professionals or law firms from other countries, this will be agreed with you separately.

1.3. Structure of the Client Agreement. The Law Firm provides you with legal services in accordance with the Client Agreement which includes the following integral parts:

- your order,
- General Conditions, and
- Special Conditions (if signed).

If the Special Conditions are signed after your order has been accepted for execution, the Special Conditions will also apply to your order.

1.4. Entry into force of the Client Agreement. The Client Agreement enters into force:

- once you and the Law Firm have signed the Special Conditions, or
- without Special Conditions if the Law Firm has accepted your order for execution.

2. WHO PROVIDES LEGAL SERVICES TO YOU?

2.1. Providers of legal services. Legal services are provided to you on behalf of the Law Firm by attorneys-at-law (in Estonian, *vandeadvokaat*), who may engage lawyers working at the Law Firm for the provision of legal services. Attorneys provide legal services under the guidance of an attorney-at-law. Lawyers do not provide legal services on their own but assist attorneys-at-law.

2.2 Involvement of other attorneys. The Law Firm has the right to decide which of its attorneys provide legal services to you, unless otherwise agreed in the Special Conditions. The Law Firm has the right to delegate the execution of your order, as agreed in the Special Conditions, to other attorneys of the Law Firm or to involve them in the execution of the order if this is necessary or expedient.

3. WHAT IS IMPORTANT FOR COOPERATION?

3.1 How does cooperation start?

The Law Firm has accepted your order for execution if the Law Firm has:

- confirmed the execution of the order in writing or by e-mail, or
- proceeded to execute the order based on your oral instructions.

3.2. What are the conditions for cooperation?

- For the cooperation to run smoothly, it is necessary that you give the Law Firm and the Law Firm's attorneys all the necessary authorisations to represent or defend you.
- **Notification obligation.** For the provision of the legal service, it is important that you provide all the necessary information and documents and inform the Law Firm immediately of any change in circumstances that may affect the provision of the legal service.
- **Listed securities.** If the securities issued by you are listed on an exchange, you must inform the Law Firm whether and to what extent the information provided or the result of the execution of your order constitutes inside information for which the Law Firm is required to keep a list of insiders.
- **True information.** The Law Firm has the right to rely on the completeness and truthfulness of the information provided by you when providing legal services.
- **Client's representative.** The Law Firm has the right to rely on the fact that your representative, in providing legal services, or persons who, with the knowledge of your representative, communicate with the Law Firm have the right to do so and the Law Firm may execute the order.
- **Use of artificial intelligence.** The Law Firm has the right to use generative artificial intelligence tools and systems in the provision of legal services to you and in the performance of the Client Agreement. This technology assists the Law Firm's employees in, for example, legal analysis, preparing documents, and performance of other legal tasks. However, it is important to note that legal services are provided by attorneys of the Law Firm, not artificial intelligence, and generative artificial intelligence systems are not a substitute for attorneys of the Law Firm. To ensure the quality of the legal assistance, the Law Firm verifies the output generated by the artificial intelligence.

3.3. When is the cooperation suspended?

The Law Firm has the right to suspend the provision of legal services if:

- you have instructed the Law Firm to do so,
- the Law Firm has reason to doubt your ability or willingness to pay for the legal service, or
- you are breaching other obligations arising from the Client Agreement.

3.4. **What is the policy on supplementing and storing documents?**

- The Law Firm is not under any obligation to supplement the information, opinions, or documents provided to you in the course of the execution of your order after the execution of your order. It is important to note that this also applies in the event of changes in legislation or case law, or when new circumstances arise.
- **Return and storage.** After the execution of your order, upon your request, the Law Firm returns the original documents in the possession of the Law Firm. The Law Firm is not obligated to store any other documents related to the execution of your order. Also, you do not have the right to request the return or deletion of other documents or data from the Law Firm.

4. HOW IS THE FEE CALCULATED?

4.1. **Hourly fee.** Unless otherwise agreed, legal services are provided on an hourly fee basis. The hourly fee rate is agreed in Special Conditions or by e-mail. The Law Firm keeps a record of the time spent on providing legal services, with **a minimum unit of account of 6 minutes.**

4.2. **Value added tax.** Value added tax is added to the fee in the cases and at the rate prescribed by law.

4.3. **Changing the hourly fee rate.** The Law Firm has the right to change agreed hourly fee rates unilaterally by notifying you by e-mail **at least 30 days in advance.** If you do not agree to the new hourly fee rates, you may terminate the Client Agreement by notifying the Law Firm in writing or by e-mail **within 30 days** from the delivery of the notice. If you do not terminate the Client Agreement **within 30 days**, the new hourly fee rates will be applied.

4.4. **Reasonable costs.** The Law Firm has the right to incur reasonable costs for the execution of your order (for example, state fees, notary fees, translation costs, travel expenses, postal charges, costs of obtaining information from registers). You must reimburse the Law Firm for the costs incurred in addition to the agreed fees.

4.5. **Fees and costs of professionals involved.** The Law Firm only engages other professionals or law firms from other countries for the execution of your order with your consent. The Law Firm is not liable for the payment of the fees and costs of other professionals or law firms from other countries. It is important to note that the fees and costs of any other professionals or law firms from other countries involved are paid by you.



5. HOW DOES INVOICING TAKE PLACE?

5.1. **Sending invoices.** The Law Firm sends invoices to the **e-mail address or invoicing system indicated by you**. The Law Firm invoices **on a monthly basis**. The Law Firm has the right to unilaterally change the time of submission of invoices if this is necessary due to the nature of the provision of the legal service or the execution of your order or for any other reason.

5.2. **Payment term.** The term for payment of invoices is **10 days**. In the event of delay with the payment of an invoice, the Law Firm has the right to charge **default interest of 0.05% per day** until the invoice is paid.

5.3. **Advance payment.** Before commencing execution of your order, the Law Firm has the right to claim payment of an advance payment. You pay the advance payment based on an advance payment notice. The Law Firm will issue you an advance payment invoice **within 7 days** from the receipt of the advance payment. It is important to note that invoices submitted at the time of execution of your order are not offset against any advance payment, unless the order has been fulfilled or the Client Agreement has been terminated. Before commencing execution of any new order, the Law Firm has the right to claim payment of a new advance payment. The Law Firm does not calculate or pay interest on any advance payment deposited in the Law Firm's bank account.

5.4. **Recovery proceedings.** To recover an invoice that has not been paid in a timely manner, the Law Firm has the right to initiate debt recovery proceedings or to assign the claim to a third party. You must reimburse to the Law Firm all costs related to the recovery of the debt.

6. HOW TO SUBMIT OBJECTIONS OR CLAIMS?

6.1. **Submission of objections.** If you consider that the legal service provided to you based on the order is not compliant, or if you disagree with the time taken or the costs incurred in providing the legal service, you must submit a reasoned objection in writing or by e-mail (invoicetegos@tegos.legal) within **10 days of the date of the invoice**.

6.2. **Proper legal service.** It is important to note that if, **within 10 days of the date of the invoice, you do not submit an objection or you pay the invoice:**

- you agree that the legal service has been properly provided to you,
- you agree to the time and costs incurred in executing the order, and
- all your claims in this regard are considered terminated.



6.3. Submission of claims. All claims against the Law Firm, including the Law Firm's attorneys, counsels, lawyers, and employees, must be submitted in writing or by e-mail. It is important to note that claims for damages must be submitted **within 1 year**:

- from the date of the act giving rise to the claim, or
- in the case of failure to act, from the failure to perform the required activity if it should have been performed according to the circumstances.

After the time limit for submitting a claim for damages expires, the claims are deemed to have expired, unless:

- the damage is caused by gross negligence, or
- the damage is caused intentionally, or
- your death or personal injury was caused.

7. HOW DOES THE LAW FIRM PROCESS YOUR PERSONAL DATA?

7.1. Privacy policy. The Law Firm is entitled to process your personal data and the personal data of third parties in connection with the performance of the Client Agreement and the provision of legal services. The Law Firm processes personal data in accordance with the Privacy Policy of the Law Firm, available on the Law Firm's [website](#).

7.2. The Law Firm also has the right to process personal data for the purposes of improving the Law Firm's services or for marketing purposes, for example:

- sending customer satisfaction surveys,
- sending newsletters containing legal news,
- inviting clients to events, training, or seminars.

You have the right to opt-out at any time by indicating in the Special Conditions that you do not want the processing of personal data or by following the instructions referred to in the survey, newsletter or invitation, or by informing the Law Firm via e-mail at estonia@tegos.legal

8. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

8.1 Who owns intellectual property rights?

The Law Firm retains the intellectual property rights arising in connection with the performance of the Client Agreement. The Law Firm grants you a perpetual non-exclusive licence to use the intellectual property created in the course of the performance of the Client Agreement in accordance with the purpose of the Client Agreement and the provision of legal services.

8.2. What is the Law Firm's duty of confidentiality?

The Law Firm is obligated to keep confidential any information which has become known to the Law Firm in connection with the performance of the Client Agreement, except when the obligation to disclose such information arises from:

- legislation, or
- clause 10 of the General Conditions, or
- this clause.

There is no time limit on the duty of confidentiality, and it will continue to apply even after your order is executed or the Client Agreement is terminated.

8.3. When can the Law Firm disclose confidential information?

- **Disclosure with your consent.** The Law Firm has the right to disclose confidential information to other professionals (for example, notaries, translators, interpreters, credit institutions) and law firms of other countries involved with your consent if this is necessary for the execution of your order. If you do not want that, please inform the Law Firm.
- **Disclosure for marketing purposes.** For marketing purposes, the Law Firm may disclose the fact of representing you and the general nature of the legal service provided without disclosing your confidential information. In doing so, the Law Firm has the right to use your trademark or logo.
- **Notifying the tax authority of a reportable tax arrangement.** In the case of certain cross-border tax arrangements, advisers are obligated to provide the tax authority with information on these arrangements. The Law Firm has a duty of professional secrecy and, therefore, the Law Firm may not inform the tax authority about these arrangements. The Law Firm has a reporting obligation only if you have given the Law Firm an explicit written instruction. You are aware that if you have not given such an instruction, you or your other advisers are responsible for notifying the reportable arrangement to the tax authority.

8.4. What should you know about the risks of the online environment and electronic communication?

Storing or exchanging information online involves risks (for example, cyber-attacks, viruses). Despite the Law Firm's reasonable efforts to avoid these risks, third parties may gain access to confidential information or delays in electronic communication may occur. The Law Firm is not liable for risks related to the online environment or electronic communication.



9. HOW DOES THE LAW FIRM CHECK CONFLICTS OF INTEREST?

9.1. Conflict-of-interest check. The Law Firm will conduct a conflict-of-interest check in accordance with the Estonian Bar Association Act and the Code of Conduct of the Estonian Bar Association before accepting your order. The Law Firm also has offices in the Republic of Latvia and the Republic of Lithuania; however, the duty to avoid conflicts of interest applies only in the specific jurisdiction.

9.2. Right to refuse. The Law Firm may refuse to execute your order or terminate the Client Agreement if a conflict of interest arises in the execution of your order (clause 13 of the General Conditions).

9.3. Validity of conflicts of interest. The obligation to avoid conflicts of interest applies only during the validity of the Client Agreement and does not apply after the expiry of the Client Agreement.

10. WHAT ARE THE RULES AND MEASURES TO PREVENT MONEY LAUNDERING AND TERRORISM?

10.1. Rules on the prevention money laundering and terrorism. The Law Firm has an obligation to comply with the applicable rules on the prevention of money laundering, terrorism, evasion or violation of sanctions.

10.2. Due diligence measures. In certain cases, the Law Firm has a duty to identify you, the persons representing you, the direct and indirect owners, the beneficial owners, and to perform other due diligence measures. To perform due diligence measures, the Law Firm may request, among other things, information about the origin of your assets or other circumstances. You have the obligation to submit the relevant information to the Law Firm and to notify the Law Firm immediately of any change in circumstances.

10.3. Consent to disclosure of information as a due diligence measure. You agree that the Law Firm has the right to forward confidential information it has collected about you to credit institutions and other obligated persons under the Estonian Money Laundering and Terrorist Financing Prevention Act if such person requests the information for applying due diligence measures or to comply with its other legal obligations, including but not limited to the prevention of money laundering or terrorist financing or verification of the application or avoidance of sanctions.

10.4. Notifying the authorities in the case of suspicion. You are aware that the Law Firm has an obligation to notify the authorities of transactions involving the use of cash or where the Law Firm suspects money laundering, terrorist financing or evasion or violation of sanctions. It is important to note that in such a case, the Law Firm is not

permitted to inform you of the disclosure of confidential information or the reasons for such disclosure.

10.5. Right to suspend the service and terminate the Client Agreement. The Law has the right to suspend the execution of the order or terminate the Client Agreement without a term for advance notice if:

- information becomes available in relation to you or any activity or transaction relating to you which does not correspond to the risk appetite of the Law Firm, or
- in the course of the execution of your order, it becomes apparent that you seek legal services in connection with a transaction suspected of money laundering, terrorist financing or evasion or violation of sanctions and also if you fail to provide the documents and relevant information required by the Law Firm, necessary to remove the suspicion, apply due diligence measures, or perform other obligations arising from the law.

11. HOW IS THE PARTIES' LIABILITY DETERMINED?

11.1. Direct patrimonial damage. In the performance of the Client Agreement, the Law Firm, including the Law Firm's attorneys, counsels, lawyers, and employees, are liable only for direct patrimonial damage wrongfully caused to you.

11.2. Limitation of liability. The Law Firm's liability is limited as follows:

- Liability is limited to three times the amount paid or payable for the legal services provided for the execution of your order and will in no case exceed the limit of liability agreed in the Special Conditions. Liability is not limited if, in the course of performance of the Client Agreement, the damage to you was caused by gross negligence or intentionally or your death or personal injury was caused.
- The Law Firm, including the Law Firm's attorneys, counsels, lawyers, and employees, are not liable to you for any loss of income, economic loss, non-patrimonial damage or loss resulting from the use of the online environment.
- The Law Firm is not liable for the services provided by other professionals or law firms from other countries if they are involved with your consent. You are aware that the Law Firm engages other professionals or law firms from other countries based on separate agreements entered into with them and based on the terms and conditions set out therein, which regulate, *inter alia*, their liability.
- The Law Firm is not liable for any loss or damage suffered by you if you use the advice obtained or documents prepared as a result of the execution of your order contrary to the purposes disclosed to the Law Firm or in any other unlawful manner. If such a claim for damages is submitted by a third party against the Law Firm, you undertake to compensate the Law Firm for the damage.
- The Law Firm is not liable for risks related to the online environment or electronic communication (clause 8.4 of the General Conditions).



11.3. Liability to third parties. If the Law Firm assumes liability to a third party for the execution of your order, you must indemnify the claims of the third party submitted against the Law Firm.

11.4. Liability in the case of advice from another law firm. Without limiting the general limitation of the Law Firm's liability, if you are advised or represented in the same matter by a law firm other than our Law Firm, the liability of the Law Firm is limited to its pro rata share of the damage suffered by you.

11.5. Deposited funds. The Law Firm is not liable for any loss or damage to your funds deposited in the Law Firm's bank account resulting from the activities of the bank managing the Law Firm's bank accounts (including insolvency of the bank).

11.6. The liability of the Law Firm to you is reduced by insurance indemnities or compensation for damage received by you under an insurance contract or under any other contract.

12. HOW LONG IS THE CLIENT AGREEMENT VALID?

12.1. Client Agreement without a term. We value long-term partnerships. Therefore, the Client Agreement is entered into without a term.

12.2. Previous agreements. At the moment of entering into a new Client Agreement, all previous agreements between you and the Law Firm will expire.

13. HOW TO TERMINATE THE CLIENT AGREEMENT?

13.1. Client's right to cancel the Client Agreement. You have the right to cancel the Client Agreement at any time, irrespective of the reason, by notifying the Law Firm thereof in writing or by e-mail (to the e-mail address of the Law Firm's representative or estonia@tegos.legal).

13.2. Law Firm's right to cancel the Client Agreement. The Law Firm may cancel the Client Agreement, and the attorneys of the Law Firm may terminate the provision of legal assistance, irrespective of the reason, by notifying you in writing or by e-mail **at least 14 days in advance**.

13.3. Extraordinary cancellation of the Client Agreement. With good reason, the Law Firm has the right of extraordinary cancellation of the Client Agreement without a term for advance notice. A good reason is, for example:



- you are in material breach of the Client Agreement (among other things, you are in material breach if you have failed to pay the invoice on time and have failed to do so within the additional time limit granted by the Law Firm),
- grounds for withdrawal from the provision of legal services arising from legislation or the Code of Conduct of the Estonian Bar Association which prevent the Law Firm from continuing to provide legal assistance (for example, the emergence of a conflict of interest, your refusal to cooperate, failure to comply with the instructions of the Law Firm, or any other circumstance which makes it unlawful or unethical for the Law Firm to continue providing legal assistance),
- grounds referred to in clause 10 of the General Conditions.

13.4. Right to claim fees and costs incurred. In the event of cancellation of the Client Agreement, the Law Firm has the right to claim reimbursement of the fee and costs incurred for the legal services provided until cancellation. You are obligated to pay the Law Firm all the fees and costs incurred by the Law Firm until the cancellation of the Client Agreement.

14. WHICH LAW APPLIES TO THE CLIENT AGREEMENT?

14.1. The Client Agreement is governed by the **law of the Republic of Estonia**.

15. HOW ARE DISPUTES RESOLVED?

15.1. Any dispute arising out of or relating to the Client Agreement is resolved through negotiations. If an agreement to resolve the dispute is not reached through negotiations, the dispute will be resolved in **Harju District Court**.

16. HOW ARE NOTICES SUBMITTED?

16.1. **Method of transmission.** All notices under the Client Agreement must be submitted **in writing or by e-mail**.

16.2. A notice sent in writing is considered received if it is delivered **in person** (including by courier or postal service) or **3 days have passed from sending a registered mail**. Notices sent by e-mail are considered delivered on the **next working day**.

16.3. **Updating data.** A party to the Client Agreement must promptly notify the other party of any change to its contact details.



17. HOW ARE THE GENERAL CONDITIONS APPLIED, PUBLISHED, AND AMENDED?

17.1. The General Conditions apply in the following cases:

- when the Special Conditions are signed, or
- you have confirmed the order in writing or by e-mail, or
- the Law Firm has proceeded to execute your order based on your oral instructions.

17.2. The Law Firm publishes the General Conditions and amendments to the General Conditions on its website www.tegos.legal

17.3. The Law Firm has the right to amend the General Conditions unilaterally by notifying you by e-mail **at least 30 days in advance**. Amendments to the General Conditions apply only in respect of the orders which the Law Firm has undertaken to execute after the amendments have been made.