



GENERAL TERMS AND CONDITIONS FOR PROVISION OF LEGAL SERVICES

This document sets out the general terms and conditions under which Advokaadibüroo Derling Primus OÜ provides legal services.

1. PARTIES

- 1.1 The legal services are provided by Advokaadibüroo Derling Primus OÜ, registry code 14024560, registered office located at Liivalaia 45, Tallinn (hereinafter referred to as the 'Law Firm').
- 1.2 The person receiving the legal services, i.e. the client, is any natural or legal person with whom the Law Firm has entered into a contract for the provision of legal services (hereinafter referred to as the 'Client Contract') or to whom the Law Firm provides services on another legal basis (hereinafter referred to as the 'Client'). The Client Contract can also be entered into for the benefit of a third party (hereinafter referred to as the 'Beneficiary').
- 1.3 The Law Firm and the Client are hereinafter individually referred to as the 'Party' or jointly as the 'Parties'.

2. ENTRY INTO THE CLIENT CONTRACT

- 2.1 The Law Firm has discretion to decide whether or not it will accept an assignment from a person seeking legal services.
- 2.2 The Law Firm will not accept an assignment if it is obvious that legal services are sought for the protection of an interest contrary to law, or if the Client's claim does not have a legal basis, or if there are no procedural means of protecting the interests of the Client.
- 2.3 The Law Firm may not represent or protect two or more Clients in the same matter or provide other legal services to two or more Clients if there is a conflict between the interests of those Clients. The Law Firm may not provide legal services to a Client if there is a circumstance that impairs or may impair the attorney's ability to act solely in the interests of the Client (a conflict of interests), except if the Law Firm has informed the Client thereof and the Client still insists that the attorney provide legal services to the Client.
- 2.4 If there is a conflict of interests, the Law Firm will refuse to act for the person seeking legal services.
- 2.5 The Law Firm is obliged to apply the due diligence measures set forth in the Money Laundering and Terrorist Financing Prevention Act and legislation issued on the basis thereof. The Client is required to provide the Law Firm with all the requested information that is necessary for the Law Firm to apply the due diligence measures.
- 2.6 The Law Firm is deemed to have agreed to act for the Client once the Client Contract has been entered into with the Client.
- 2.7 As a rule, the Law Firm and the Client enter into the Client Contract in writing, using the Client Contract template of the Law Firm.

2.8 The Client Contract can also be entered into orally or in a in a format that can be reproduced in writing. The existence of an oral Client Contract between the Law Firm and the Client is, among other things, evidenced by the Client's provision of information necessary for providing legal services or issuing an invoice, as well as by the payment of an invoice issued to the Client or to a person designated by the Client.

3. PROCEDURE FOR PROVISION OF SERVICES

3.1 Based on the Client Contract, the Law Firm shall provide legal services to the Client or persons designated by the Client in accordance with the Client's written or oral instructions. The specific manner and terms of providing the legal services shall be decided by the Law Firm, and the Client is not entitled to request that the Law Firm follow the Client's detailed instructions.

3.2 The exact nature and extent of the legal services to be provided by the Law Firm to the Client shall be agreed upon when entering into the Client Contract. If both Parties agree, the nature and extent of the legal services may be altered in the course of provision of the services.

3.3 The assignments arising from the Client Contract shall be carried out by a member of the Estonian Bar Association (hereinafter referred to as the 'attorney providing legal services'), who is bound by the legal acts regulating the activities of the Bar members. Legal services shall be provided by a partner or senior associate independently and by an associate under the supervision of a partner or senior associate. If necessary, the attorney providing legal services is entitled to use the assistance of the lawyers working for the Law Firm in the preparation of legal documents and performance of other less complicated tasks, bearing full responsibility for the work of such lawyers.

3.4 In deciding who will provide legal services to a specific Client, the Law Firm shall take into account the wishes of the Client as well as the expertise, experience, workload, etc., of attorneys.

3.5 The Law Firm shall provide legal services with generally recognised professional skill and care, acting in the best interests of the Client and avoiding damage to the Client's property.

3.6 In providing the legal services, the Law Firm shall use its best efforts to achieve the result desired by the Client, while observing the requirements of professional ethics. As a rule, the Law Firm cannot guarantee that the desired result will be achieved.

3.7 The Law Firm shall inform the Client of all material circumstances related to the provision of legal services, in particular those that may cause the Client to change the instructions, and, at the request of the Client, shall provide the Client with information on the performance of the Client Contract.

3.8 The Client shall cooperate with the Law Firm in relation to the Client's assignment, incl. by providing the Law Firm with accurate and complete information and documents, as well as with additional explanations at the request of the Law Firm.

3.9 If the Client fails to provide the Law Firm with the data necessary for carrying out the assignment or other information necessary for providing legal services, the Law Firm shall have the right to suspend the performance of the Client Contract or cancel the Client Contract under section 8.3.1(e) below.

3.10 In the provision of legal services, the Law Firm is entitled to perform all legal acts necessary to properly carry out the Client's assignment, incl. preparing documents, representing the Client in Estonian courts and in pre-trial proceedings or in state and local authorities, and performing any other legal acts in the interests of the Client. If necessary, a power of attorney issued by the Client to the Law Firm shall be annexed to the Client Contract.

- 3.11 The Law Firm shall carry out the assignment of the Client with due care and diligence, in accordance with the Client Contract entered into with the Client. Any instructions outside the scope of the Client Contract, which are given to the Law Firm by the Client or which are necessary in order to protect the interests of the Client, may be carried out by the Law Firm in agreement with the Client or may be declined by the Law Firm.
- 3.12 The Law Firm shall keep a file in connection with the provision of legal services to the Client, containing all documents relating thereto. Documents and other data media may also be stored and kept electronically. The Law Firm shall keep materials relating to the Client's case separately from other documents and materials and shall ensure their preservation and confidentiality.
- 3.13 The Law Firm shall keep in confidence all information that has become known to the Law Firm in relation to the provision of legal services, as well as the source of such information, except if the Law Firm is required to disclose the information by law or if the Client instructs or authorises the Law Firm to disclose the information.
- 3.14 The fact that the Client sought legal services from the Law Firm, as well as the nature and extent of the legal services and the amount of the Fee, shall also be subject to the requirement of confidentiality. However, informing a court of the amount of the Fee for the purpose of awarding the legal costs shall not be deemed to be a breach of confidentiality.
- 3.15 The Law Firm shall not give documents or other data media relating to the professional activities of attorneys to unauthorised persons or to authorities to which these documents and data media are not addressed, unless the Law Firm is required to do so by law or if the Client instructs or authorises the Law Firm to do so. However, the giving of such documents and data media and disclosure of the information contained therein to the management board of the Bar Association for exercising supervision or to the court of honour of the Bar Association in the hearing of a matter concerning a disciplinary offence shall not be deemed to be a breach of confidentiality. Persons who provide IT, archiving, translation, accounting or other similar services to the Law Firm and who are bound by a duty of confidentiality to the Law Firm shall not be considered to be unauthorised persons.
- 3.16 The Law Firm's duty of confidentiality shall survive the expiry or termination of the Client Contract to the extent needed to protect the legitimate interests of the Client.
- 3.17 The Law Firm may publish the Client's name in its promotional materials if the Client has consented thereto or if the fact that the Client is a client of the Law Firm is public information, i.e. the Client has disclosed the fact of using the services of the Law Firm, or such information has become public otherwise, or if the Client acting in an economic and professional capacity can reasonably be expected to use the services of the Law Firm.
- 3.18 The Law Firm shall deliver to the Client the work performed under the Client Contract and return the files, documents and other materials provided by the Client. The Law Firm is entitled to withhold the work performed and/or the materials provided by the Client or prepared or collected for the Client if the Client has failed to perform their obligations to the Law Firm, including the obligation to pay for the legal services rendered.
- 3.19 The office hours of the Law Firm are, and legal services are provided to the Client, on business days (from Monday to Friday, except public holidays) from 9 a.m. to 5 p.m. If necessary or if so agreed with the Client, legal services may also be provided at other times.

4. FEES AND CHARGES TO BE PAID FOR SERVICES

- 4.1 The principles of charging fees for the legal services provided by the Law Firm (hereinafter referred to as the 'Fee') shall be separately agreed on with the Client in the Client Contract. The Fee shall be calculated based on an hourly rate and/or shall be agreed on as a fixed amount. The hourly rate may be different in the case of legal services provided by partners, senior associates and associates of the Law Firm.

- 4.2 The calculation of hourly fees shall be based on the presumed hourly rates approved by the Law Firm. The Parties may agree on different hourly rates in the Client Contract. The hourly rate will depend on the nature, extent, complexity, deadline, etc., of the legal services provided in each particular case.
- 4.3 Besides paying the Fee, the Client shall compensate the Law Firm for overhead charges related to the provision of the legal services (e.g. communications costs, photocopying, courier services, etc.) to the total amount of 3% (three percent) of the fee charged for the legal services. Value added tax will be added to the Fee and the overhead charges.
- 4.4 In addition to the Fee and overhead charges, the Client shall reimburse the Law Firm for any and all direct costs paid by the Law Firm for the Client in connection with the provision of the legal services, including but not limited to state fees, notary charges and other payments made for the Client, transportation and accommodation expenses, translation costs, costs of professional assistance and use of equipment as well as other expenses incurred by the Law Firm beyond the ordinary course of legal service.
- 4.5 An initial quote of the total amount of the Fee submitted at the request of the Client is merely an estimate and is based on the data available to the Law Firm at the time of submitting the quote. Such a quote should not be regarded as a final and binding offer unless the Parties have agreed otherwise. The Law Firm shall, at the request of the Client, alter the initial quote if it is obvious that the actual amount of the Fee will significantly differ from that stated in the initial quote.
- 4.6 Before commencing the performance of the assignment, the Law Firm has the right to require the Client to make a reasonable advance payment for the Fee payable and the expenses to be reimbursed.
- 4.7 The Law Firm shall maintain electronic records of the legal services provided to the Client, specifying the duration of the work performed and providing an explanation as to the nature of the work. A printout from the respective program shall be enclosed with the invoice issued to the Client. The Client is entitled to request that the Law Firm provide details regarding the Fee charged and the invoice issued.
- 4.8 The Law Firm is entitled to unilaterally adjust the Fee (including hourly rates) once a year by giving the Client at least 30 (thirty) calendar days' advance notice thereof. The Law Firm is also entitled to adjust the Fee if the circumstances under which the Client Contract was entered into change or if the provision of legal services under the Client Contract turns out to be much more complex and time-consuming than could be foreseen by the Parties at the time of entering into the Client Contract. If the Client does not agree with the adjustment of the Fee, the Client is entitled to cancel the Client Contract.
- 4.9 The Client shall pay all invoices within 7 (seven) days from the date of the invoice. If the Client fails to pay the invoice when due, the Law Firm is entitled to charge late payment interest at the rate of 0.1% of the amount outstanding per each day the payment is overdue.
- 4.10 In the event that the Law Firm suspends the performance of the Client Contract or cancels the Client Contract, the Law Firm is entitled to receive the Fee for the legal services already provided.

5. OTHER RIGHTS AND OBLIGATIONS OF THE CLIENT

- 5.1 The Client is entitled to request:
- (a) that the legal services be provided in a professional, appropriate and timely manner and in compliance with the requirements for the professional ethics of attorneys;

- (b) information on the provision of the legal services, including information on circumstances relating to the provision of the legal services and on the formation of the Fee;
- (c) that the money, securities or other assets of the Client deposited with the Law Firm in safe custody for carrying out the Client's instructions or received by the Law Firm on behalf of the Client in the course of carrying out the instructions be kept separately from the assets of the Law Firm or attorneys, and that the Law Firm keep separate records regarding such assets.

5.2 The Client shall inform the Law Firm of any change in the Client's contact details.

5.3 If the Client is a legal person and a new management board is elected in this legal person during the term of the Client Contract, the Client shall immediately inform the Law Firm whether the Client wishes to continue the relationship arising from the Client Contract.

6. RIGHTS AND OBLIGATIONS OF THE LAW FIRM IN RELATION TO PREVENTING MONEY LAUNDERING AND TERRORIST FINANCING

6.1 The Law Firm and attorneys providing legal services are required to comply with the requirements established in the Money Laundering and Terrorist Financing Prevention Act and legislation issued on the basis thereof when acting on behalf of or for the account of the Client in financial or real property transactions.

6.2 The Law Firm and attorneys providing legal services are required to comply with the requirements established in the Money Laundering and Terrorist Financing Prevention Act and legislation issued on the basis thereof if the Law Firm or an attorney providing legal services acts on behalf of or for the account of the Client, or instructs the Client in planning or implementing a transaction, or performs an act, that is related to:

- (a) the purchase or sale of an immovable property, enterprise or company;
- (b) the management of a client's money, securities or other assets;
- (c) the opening or management of bank or securities accounts;
- (d) the acquisition of funds necessary for the establishment, operation or management of a company;
- (e) the establishment, operation or management of a trust fund, company or other similar entity.

6.3 The Law Firm has all the rights arising from the Money Laundering and Terrorist Financing Prevention Act and legislation issued on the basis thereof, including the right to decline to provide services or to terminate its business relationship with the Client in the cases provided by law.

7. LIABILITY

7.1 Neither the Law Firm nor attorneys providing legal services have an obligation to verify or check the accuracy of any information the Client provides to the Law Firm. Neither the Law Firm nor attorneys providing legal services shall be held liable for the accuracy of the information provided by the Client.

7.2 If, in the course of providing legal services to the Client, a need arises to use the professional assistance of experts, consultants, specialists, etc., of other fields who do not work for the Law Firm, neither the Law Firm nor attorneys providing legal services shall be held liable for the

accuracy of the analyses, opinions, explanations or other information provided by such external specialists.

- 7.3 Neither the Law Firm nor attorneys providing legal services shall be held liable for negative consequences caused by incorrect information received from the Client or by a lack of necessary instructions.
- 7.4 Neither the Parties nor attorneys providing legal services shall be held liable for any loss of profit or damage caused by business interruption.
- 7.5 The Parties and the attorneys providing legal services shall be liable for a breach of their obligations under the Client Contract and for any damage caused in the provision of legal services only in the case of gross negligence or intent.

8. TERMINATION OF THE CONTRACT

- 8.1 The Client Contract shall terminate once the Law Firm has carried out the assignment set out in the Client Contract.
- 8.2 The Client is entitled to cancel the Client Contract at any time, giving the Law Firm written notice thereof within a reasonable time before the Law Firm performs another task under the Client Contract. If the Law Firm represents the Client in court, it is presumed that the Client shall give at least 5 (five) days' notice of the wish to cancel the Client Contract.
- 8.3 The Law Firm may, on its own initiative, suspend the performance of the Client Contract and/or cancel the Client Contract if:
- (a) a conflict of interests arises in the course of carrying out the Client's assignment;
 - (b) the Client fails to perform an obligation arising from the Client Contract or breaches any of the material conditions of the Client Contract;
 - (c) the Client does not follow the instructions given by the Law Firm or acts in another manner that indicates clearly that the Client has lost confidence in the Law Firm or the attorney providing legal services;
 - (d) the Client gives the attorney instructions that damage the interests of the Client or are clearly of no use for carrying out the assignment and, although the Law Firm has brought such fact to the attention of the Client, the Client still insists that the instructions be followed;
 - (e) regardless of repeated reminders by the Law Firm, the Client fails to provide the data and/or information necessary for providing legal services under the Client Contract within a longer period of time and, as a result, the provision of legal services is hindered or impossible;
 - (f) the Client has failed to pay the Fee according to the terms and condition agreed on;
 - (g) the Client participating in a transaction relating to economic or professional activities fails to submit the required documents or relevant information regardless of respective requests, or the documents or data submitted do not dispel the suspicion of the Law Firm that the aim of the transaction or business relationship could be money laundering or terrorist financing;
 - (h) the Law Firm identifies any activity or circumstance in the Client's economic or professional activities or official act which might be an indication of money laundering or terrorist financing or which gives rise to a suspicion that it might constitute money laundering or terrorist financing;

- (i) the Law Firm and the Client do not reach an agreement on adjusting the Fee as set forth in section 4.8. above.

8.4 The Law Firm is required to decline to carry out the Client's assignment and shall cancel the Client Contract if the Client:

- (a) submits false evidence and the attorney is aware of the evidence being false;
- (b) despite the respective explanations of the attorney, insists that the attorney use illegal means or measures to protect the interests of the Client;
- (c) insists that the attorney act in a manner that is contrary to the professional honour and dignity or the requirements for the professional ethics of attorneys.

9. MISCELLANEOUS

9.1 Besides the Client Contract, the relations between the Law Firm and the Client shall be subject to the legislation of the Republic of Estonia, including the Law of Obligations Act, other contracts and agreements between the Law Firm and the Client, the requirement of sound business practice, and the principles of good faith and reasonableness.