

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITONS

- 1.1. **General Terms and Conditions** – these terms and conditions of the legal services agreement, which constitute the standard terms and condition of the Agreement. In the event that, at the Firm's request, the Client has not yet signed the Agreement but has submitted an Engagement, which the Firm has accepted in writing (by email), the Services shall be provided under these General Terms and Conditions, and the Agreement shall be deemed concluded.
- 1.2. **Client** – the person to whom the Services are provided, as defined in Clause 1.4 of the General Terms and Conditions. The person signing the Agreement (submitting the Engagement) confirms and guarantees that he has the right and authority: **(1)** to sign the Agreement and **(2)** assume obligations on his own behalf and on behalf of the Client.
- 1.3. **Firm** – GABNĖ.GABNYS law firm, located at Didžioji st. 11, LT-01128 Vilnius, Republic of Lithuania.
- 1.4. **Services** – various legal services, *inter alia* legal advice, drafting legal documents, conducting legal document reviews, representing clients before state, municipal and other authorities, maintaining legal relations with other parties, defending legal interests in civil and administrative court cases, arbitration representation, handling the aforementioned cases, and providing other services permitted by laws regulating the practice of attorneys.
- 1.5. **Engagement** – a Client's order or request submitted to the Firm in any form, *inter alia* by phone, email, submission of documents during a meeting, and others.
- 1.6. **Special Terms and Conditions** – provisions of this legal services agreement that constitute non-standard terms and conditions of the Agreement, which the Client and the Firm agree upon separately.
- 1.7. **Subcontractor** – a third party whom the Firm has the right to engage for the provision of Services, unless the Client specifies otherwise. The Firm undertakes to inform the Client about the engagement of subcontractors, unless these Terms and Conditions provide otherwise.
- 1.8. **Agreement** – an agreement between the Client and the Firm regarding the Service defined in Clause 2 of the General Terms and Conditions, concluded pursuant to these General Terms and Conditions.

### 2. SERVICES AND ENGAGEMENTS

- 2.1. The provision of Firm's Services is governed by these General Terms and Conditions, the Agreement and the legal acts regulating the practice of attorneys, *inter alia* the Law on Bar of the Republic of Lithuania, the Code of Ethics for Attorneys, *etc.* Certain Services may also be subject to other laws, professional practice rules, and ethical standards applicable to the relevant type of Services provided. Unless otherwise agreed between the Firm and the Client, any qualified personnel of the Firm shall have the right to provide the Services and carry out the Engagements.
- 2.2. The Firm shall act as the Client's legal advisor, represent the Client's business interests, and provide such Services as ordered by the Client through Engagements.

- 2.3. The Firm provides exclusively legal advice and does not provide **(1)** advice concerning commercial or financial decisions; **(2)** advice regarding accounting and tax issues, except as otherwise agreed in writing with the Client.
- 2.4. The Firm has the right to express its opinion on issues related to the law of other jurisdictions; however, this shall not be deemed legal advice, and the Firm shall not be liable for the correctness of such opinion.
- 2.5. The Client undertakes to provide the Firm promptly and timely with complete and accurate information necessary for the provision of the Services. The Client shall submit documents and instructions required for the execution of the Engagement and will cooperate with the Firm as needed.
- 2.6. In the event that the Client does not submit justified objections regarding the provided Services or completed the Engagements within 1 month from the date the relevant advice was provided, or the work result was delivered, it shall be deemed that the Client has accepted the provided Services and completed the Engagements, and any claims related thereto may no longer be raised.

### **3. FEES, INVOICING AND PAYMENT**

- 3.1. The Client undertakes to pay the Firm a fee for the Services provided. Where required by law, the applicable VAT shall be added to the fee.
- 3.2. Unless otherwise agreed by the Parties, the Firm calculates the fee for the Services based on the hourly rates agreed with the Client and the time spent on the provision of the Services. The time spent is recorded by the Firm's time tracking system, with the minimum billing unit being 15 minutes.
- 3.3. The Firm shall have the right to revise and change its hourly rates annually by giving written notice to the Client no later than 30 calendar days in advance. If the Client does not agree with the changes, the Client shall have the right to terminate the Agreement within 15 calendar days from the date of the notice. If the Agreement is not terminated, the new rates approved by the Firm shall apply.
- 3.4. The Parties agree on the fixed Service fee, success fee, advance payment, and deposit separately in the Special Terms and Conditions.
- 3.5. The Client undertakes to reimburse the Firm for reasonably necessary expenses incurred in providing Services, *inter alia* **(1)** translation costs; **(2)** notary fees; **(3)** postal and courier service costs; **(4)** stamp duty and other mandatory fees; **(5)** expenses for information searches in databases; **(6)** transportation and accommodation costs if the Services are provided outside the Firm's registered office.
- 3.6. Expenses exceeding the amount of EUR 200 may only be incurred with the Client's prior agreement.
- 3.7. The Firm issues invoices on the last business day of each month or upon completion of a specific Engagement or provision of Services.
- 3.8. The invoice payment term is 10 calendar days from the date the invoice is delivered to the Client. If the Client does not raise any objections during the payment period, the invoice shall be deemed accepted.
- 3.9. If the Client fails to pay invoices on time, interest on the overdue amount of 0,06 % is calculated for each day of delay. If the invoice remains unpaid for more than 30 calendar

days, the Firm has the right to suspend the provision of Services and take legal actions to recover the debt.

- 3.10. The Client undertakes to reimburse the Firm for all expenses incurred by the Firm in recovering any overdue amounts.

#### **4. CONFIDENTIALITY**

- 4.1. The Firm undertakes to safeguard the information and documents provided by the Client, without disclosing them to third parties in accordance with the procedures and grounds established by law and professional rules and standards, except the cases where such disclosure is necessary for the performance of the Client's Engagement or required by legal acts, state authorities and where such information is used in the execution of the Client's Engagement.
- 4.2. The confidentiality obligation does not apply to information that **(1)** is already publicly available and has become so not due to the Firm's fault; **(2)** was received from third parties without confidentiality obligations; **(3)** was known to the Firm before it was received from the Client; **(4)** was developed by the Firm independently of the information provided by the Client.
- 4.3. The Firm's obligation to maintain the confidentiality of information remains in force after the termination or expiry of the Agreement. Upon completion of the Engagement or termination of the Agreement, the Firm undertakes to return all original documents related to the Engagement to the Client.
- 4.4. The Client agrees to exchange information by electronic means and has been informed of the related risks, such as possible loss of information, delayed delivery, or unauthorised access. The Client undertakes to additionally confirm receipt of important electronic communication by phone or email.
- 4.5. The Firm shall take measures to ensure the security of information transmitted by electronic means; however, it shall not be liable for cyber-attacks or other external disruptions to IT systems.
- 4.6. Without the Client's prior written consent, the Firm undertakes not to use Client's name, trademarks, logos, or other information for marketing purposes. Unless the Client indicates otherwise, the Firm shall have the right to publicly disclose a general description of the Engagement, without revealing any confidential information.

#### **5. ANTI-MONEY LAUNDERING AND SANCTIONS COMPLIANCE**

- 5.1. The Firm, acting in accordance with the legal acts regulating the prevention of money laundering and terrorist financing, distribution control, and the application of financial sanctions (**AML provisions**), undertakes, in the cases prescribed by law, to identify the Client, the persons acting on his behalf and the ultimate beneficial owners.
- 5.2. The Firm has the right to request information about the origin of the Client's funds or other circumstances necessary for proper Client identification.
- 5.3. The Firm may be obliged to refuse to execute or suspend the execution of the Engagement and to notify the relevant authorities and comply with their lawful instructions if the Client fails to provide the required information, or if the transaction is suspicious, or if there are suspicions of terrorist financing, money laundering, or sanctions evasion or violation.

- 5.4. In certain cases, prescribed by legal acts, the Firm may be obliged to provide information to tax administration and customs authorities regarding the Client's VAT identification number and the value of services acquired by the Client.
- 5.5. The Firm has the right to transfer information to commercial banks and other financial service providers so that they can fulfil their statutory obligations related to the compliance with AML provisions.
- 5.6. The Client understands and agrees that the application of the mentioned measures, which constitutes a mandatory obligation for the Firm, does not constitute a breach of professional secrecy.
- 5.7. The Client understands and agrees that, under the circumstances specified in this section, the suspension or termination of legal services does not constitute a breach of contract.

## **6. PROTECTION OF PERSONAL DATA**

- 6.1. The Client agrees that the Firm, acting as a data controller and in accordance with the legal acts regulating the protection of personal data, will collect, store, use and process personal data (**Personal data**) received from the Client, its employees and representatives for the following purposes: **(1)** provision of Services; **(2)** compliance with legal acts, regulatory or professional requirements; **(3)** fulfilment of requirements imposed by competent authorities; **(4)** administration of the Agreement, financial accounting, internal procedures, risk analysis and for purposes arising from the Client relationship; **(5)** use of systems and applications (external or internal) for information technology and information systems services.
- 6.2. The Client confirms that it has a legal basis to transfer personal data to the Firm.
- 6.3. The Client has the right to receive information about the processing of his/her data, to demand the deletion of his/her personal data if there is no e=legitimate reason for their further storage, to file a complaint with the supervisory authority. The Client can find more information about data protection and his/her rights in the Privacy Policy of the Firm: [www.gabne-gabnys.com](http://www.gabne-gabnys.com).
- 6.4. For communication and marketing purposes, the Firm may identify the Client as a client of the Firm, disclose the general nature of the services provided and send client opinion surveys and other useful information, except in cases where the Client does not agree to such identification and marketing notices.

## **7. LIABILITY**

- 7.1. The Firm's liability for direct damages caused to the Client due to improperly provided legal services shall be limited to the amount of 3 fees paid or payable for such Engagement.
- 7.2. The Firm shall not be liable to the Client for any loss of income or non-pecuniary damages.
- 7.3. If the Client was advised by other legal advisors during the execution of the same Engagement, the Firm's liability shall be limited to a proportionate share of the total amount of damages.
- 7.4. The Firm's liability to the Client will be reduced by the amount of compensation for damage unpaid under liability insurance or other insurance policy or contract, except in cases where this contradicts the provisions of the Client's contract with the insurer or a third party.

- 7.5. The Firm shall not be liable for damage arising from the advice provided to the Client or the documents prepared if they were used for purposes other than those for which they were prepared.
- 7.6. The Firm shall not assume liability for the services provided by Subcontractors, regardless of whether they were engaged by the Firm or by the Client, provided that the Client was informed of their engagement.

## **8. AMENDMENTS AND TERMINATION OF THE AGREEMENT**

- 8.1. The Firm has the right to unilaterally change the General Terms and Conditions of the Agreement at any time, informing the Client thereof by email no later than 30 calendar days in advance. The Firm publishes changes to the General Terms and Conditions of the Agreement on its website [www.gabne-gabnys.com](http://www.gabne-gabnys.com).
- 8.2. If the Client does not agree to the amendment to the General Terms and Conditions, it may terminate the Agreement in accordance with the procedure set out in Clause 8.3. of the General Terms and Conditions.
- 8.3. The Firm has the right to terminate the Agreement for any reasons by giving 14 calendar days' prior written notice or by email.
- 8.4. The Client has the right to terminate the Agreement at any time by informing the Firm in writing or by email.
- 8.5. The Firm has the right to terminate the Agreement immediately for justified reasons. The following are considered justified reasons: **(1)** the emergence of a conflict of interest; **(2)** a material breach of the Agreement by the Client; **(3)** the Client's failure to pay the fee on time and / or the Firm's expenses not reimbursed; **(4)** the Client's refusal to cooperate with the Firm or to follow the Firm's advice on a material issue; **(5)** any fact or circumstance that would make the Firm's further representation unlawful or unethical, including cases where the Firm identifies activities or facts that have indications of the use of proceeds from criminal activity or terrorist financing or violation of sanctions, or are associated with the commission or attempt to commit similar crimes, or which allow the Firm to suspect or know that this is money laundering, terrorist financing, violation of sanctions or the commission of related crimes.
- 8.6. Upon termination of the Agreement, the Client undertakes to pay the Firm the unpaid fee for the legal services provided, as well as to compensate for the expenses incurred prior to the termination of the Agreement.
- 8.7. Upon the conclusion of this Agreement, previous legal services agreements concluded between the Client and the Firm shall become null and void of as of the date of the latest legal services agreement.

## **9. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 9.1. This Agreement is governed by the law of the Republic of Lithuania.
- 9.2. Any dispute arising from or related to this Agreement shall be settled through negotiations. If the Parties fail to reach an amicable agreement, any dispute arising from or related to this Agreement shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. All procedural documents shall be served via Parties' emails, indicated in the Special Terms of the Agreement. The number of arbitrators shall be 3. The place of arbitration – Vilnius, Lithuania. The language of arbitration shall be

Lithuanian or English, depending on the choice of the Parties. The law of the Republic of Lithuania shall be applicable to the dispute.

**10. NOTICES**

- 10.1. All notices, requests, demands and other information to be given under this Agreement must be submitted in writing or by email. It shall be deemed to have been duly served if delivered in person, sent by courier, registered mail or email, using the addresses specified in the Special Terms and Conditions.
- 10.2. Each Party undertakes to immediately inform the other Party of any changes to its contact details specified in the Special Terms and Conditions.