



Arumäe & Andresson
LAW OFFICES

GENERAL TERMS AND CONDITIONS OF THE CLIENT AGREEMENT

(valid from 1 September 2018, both signed on paper and made available on the Office's website)

These general terms and conditions are a mandatory part of the client agreement of Arumäe & Andresson Law Offices LLC (hereinafter Law Office), which together with the client agreement constitute an agency agreement between the persons specified in the client agreement (Client, Law Office and Legal Adviser).

1. Upon performance of the order, the Law Office and the Legal Adviser are authorized to represent the Client in all matters related to the order, representing and defending the Client in court, arbitration, pre-trial proceedings and elsewhere, preparing the Client's necessary documents and acting in the Client's interests. It is assumed that the powers of the Law Office and the Legal Adviser directly providing legal services are not limited, unless the Client has notified in writing of the wish to limit the authorization. If the Legal Adviser needs to prove that he has the right to represent the Client, the Client shall provide the Legal Adviser with a power of attorney containing the corresponding authorization.

2. A legal adviser shall provide, as a professional activity, legal advice consisting in advising a person in court, in pre-trial proceedings or elsewhere, and in preparing a document for a person and in performing other legal acts on his or her behalf. A legal adviser is not a member of the Bar Association, a judge, a notary or a prosecutor when advising a client.

3. If necessary, a Legal Adviser providing legal services shall have the right to use the assistance of permanent staff working in the office maintained by the Legal Office, for the activities of which the Legal Adviser and the Legal Office are responsible.

4. Lawyers or other professionals in the Office who are not Legal Advisers shall not provide legal services but shall assist the Legal Adviser. The persons involved in the performance of their duties are subject to the same conditions as the parties have agreed upon with respect to the Legal Adviser, given that the persons involved do not provide legal services independently.

5. The Law Office has the right to issue to the Legal Advisers working in the Office the credentials confirming the Client's right of representation necessary for the execution of the Order.

6. The legal advisor is independent in providing legal services and is guided by the law, good manners and conscience and the task given by the Client.

7. Legal advisers are competent to provide legal services only on the basis of Estonian and European Union law. Based on their general experience, the Legal Advisers of the firm may, at the request of the Client and in the interests of the Client, express an opinion on issues related to the law in other jurisdictions, but this cannot be considered as legal services and the Law Firm is not responsible for such opinions.

8. When providing legal services to the Client, the Legal Advisers acting in the office maintained by the Legal Office shall act to the best benefit of the Client and with the due diligence expected from the Legal Adviser, but do not guarantee the achievement of a specific result. The Law Firm shall not be obliged to correct or supplement the information or opinions provided to the Client after the performance of the task or the

documents prepared by the Law Office in connection with changes in legislation, repeal, change of case law or any other circumstances or disclosure unless otherwise agreed.

9. The information obtained by the Law Office and the Office held by it in connection with the execution of the order shall be confidential. The client may release the Law Office from the obligation of confidentiality with the consent given in a reproducible form in writing. The Law Office has the right to disclose confidential information and documents related to the Client to third parties (incl. Notaries, interpreters, banks and state agencies) without the separate consent of the Client, if this is necessary for the execution of the order or if the respective obligation arises from law.

10. The involvement of external consultants, including law and audit firms and law firms and lawyers in other countries, can only take place with the prior consent of the Client.

11. The Legal Adviser may, on his own initiative and with the consent of the office manager, waive the obligation entered into in the client agreement or terminate the client agreement if the Client has violated the law or the requirements of professional ethics.

12. A legal adviser is required to keep confidential the information which has become known to him or her during the provision of legal services, the application for legal services and the amount of the fee paid for legal services. The obligation is not limited in time and remains valid after the end of the legal profession. The obligation also applies to an employee of the office and to a civil servant to whom the professional secret of the Legal Adviser has become known while performing official duties.

13. The obligations of the client are:

- 1) the precise formulation of proposals related to the order and the timely submission of the documents and other necessary information necessary for the execution of the order to the Law Office and the office maintained by it;
- 2) payment for the performance of the order as agreed in the Authorization Agreement;
- 3) providing other assistance necessary for the execution of the Order;
- 4) Immediate notification to the Bureau of all circumstances that may affect the performance of the Agreement and the content of the service provided (incl. Change of own contact details);
- 5) Immediate submission of a written notice to the law firm and the law firm it maintains if the Client is of the opinion that the firm has violated the Client Agreement, including if the firm has unreasonably failed to follow the instructions given by the Client.

14. In performing the obligations arising from the Agreement, the Parties are obliged to:

- 1) Show good will and take into account mutual interests;
- 2) Ensure the confidentiality of information received from each other in the course of performance of the Agreement;
- 3) Notify the other Party immediately of any obstacles to the performance of its obligations that have arisen or are likely to arise.

15. The Client has the right to examine the materials related to the execution of the Order and to have an overview of the status of the execution of the Order by submitting a corresponding application to the Bureau in a form that can be reproduced in writing.

16. The Client is aware that the precise formulation of the Orders given to the Bureau and the questions and requests for clarification submitted to the Bureau and the accurate and timely answer to the questions submitted by the Bureau will reduce the time required to execute the Orders executed by the Bureau

17. The Client agrees to the exchange of information electronically via the Internet. The customer confirms that he is aware of the risks associated with the transmission of electronic mail: messages may be lost, confidential and personal information may be intentionally or unintentionally altered, stolen or disclosed to third parties. The law firm is not liable for damages arising from the realization of such risks.

18. The Law Office shall organize the storage, preservation and return of the Client's materials, in particular the original documents, in accordance with the procedure established by the Management Board. The storage, preservation and return of the Client's materials during the execution of the Order is free of charge for the Client. If the Client wishes to store his / her materials in the office even after the execution of the Order, the office may charge the Client a deposit fee for this. The deposit fee is 30 € per calendar month, plus VAT.

19. Upon granting the first order, the Law Office and the Client shall agree in the Client Agreement on the form of the fee applicable to the order (ie either a time fee, a consolidated fee, a partial fee or a performance fee or other agreement). Unless otherwise agreed in a form that can be reproduced in writing, it is assumed that the Client pays for the execution of the order on time according to the valid price list available to the Client by the Law Office, with a minimum time unit of six (6) minutes, ie 1/10 astronomical hour.

20. The fee is payable in cash. VAT valid in the Republic of Estonia is added to the prices listed in the price list, except for unless otherwise agreed in the Authorization Agreement. In addition, the Client shall reimburse the costs incurred by the Law Office directly in connection with the execution of the order.

21. The Law Office has the right to unilaterally change the legal service fee once a year, notifying the Client thereof in writing or in writing in 30 calendar days in advance. In addition, the Law Office has the right to change the fee if the circumstances on the basis of which the Client Agreement was entered into change or if the legal service agreed in the Client Agreement turns out to be significantly more complex and voluminous than the parties could have foreseen. In case of disagreement with the change in the fee, the Customer has the right to cancel the Customer Agreement.

22. If the parties have agreed in the Client Agreement that the Client pays a fee in a certain amount (ie a consolidated fee) or as part of the Client's benefit due to the provision of legal services (ie a partial fee), the Client is late in paying the invoice (s), the Law Office the right to apply to the Order the price list valid at the time of settlement for the whole or any part thereof.

23. If the Order is executed outside the office premises, the agreed fee shall be supplemented by a fare in the amount of 0.5 euros per kilometer and a fee for the time spent at the destination and return in the amount of 50 euros per hour, plus VAT.

24. The parties may agree on different bases for fee calculation, taking into account the degree of complexity of the Order, the usefulness of the result for the Client or other circumstances.

25. If the Client instructs the Law Office and the Legal Adviser to execute the Order or publishes the information necessary for the execution of the Order less than three (3) working days before the due date for execution of the Order, the Legal Adviser's time fee (hourly fee) shall be multiplied by 1.5.

26. Upon execution of the order at the request of the Client, the normal working hours of the office held outside the Law Office (E-N, 10.30-18.00) shall be multiplied by the multiplier of the time of the Legal Adviser.

27. Before commencing the provision of legal services, the Office has the right to demand a reasonable advance payment from the Client for the legal service fee and reimbursable expenses and to make the

commencement or continuation of the execution of the Order conditional on the receipt of the advance payment.

28. The Bureau shall submit to the Client a periodic invoice, which includes both the fee for the performance of the Duties and the expenses related to the performance of the Duties.

29. Upon prior agreement with the Client, the Law Office shall send a specification explaining the invoice to the Client for inspection before issuing the invoice.

30. The Client undertakes to pay the invoice within seven (7) calendar days as of the issuance of the invoice by the Law Office, unless a different payment date is indicated on the invoice.

31. In the performance of duties, the minimum unit of account shall be 0.1 hours or 6 minutes. All work performed by the Office on behalf of the Client shall be settled, including telephone conversations and correspondence with the Client or third parties. The time taken to provide the Client with an overview of the content and status of the performance of the Work Tasks and the time taken to respond to the Client's requests for clarification shall also be settled.

32. If the performance of the Tasks does not consist of a one-time consultation and the Client and the Law Office have not agreed otherwise, the Client has the right to demand the submission of an invoice for the Tasks performed during the current month by the 5th day of the following month.

33. In case of delay in payment of the invoice, the Law Office has the right to demand from the Client interest on arrears in the amount of zero decimal place and five percent (0.5%) of the amount not paid on time for each calendar day of delay. If the Principal delays the payment of the invoice for more than 15 days or delays the timely payment of at least another invoice within a period of six months, this shall be deemed a breach of an essential term of the contract and the Principal shall have the right to cancel the contract. The principal undertakes to comply with the deadlines for the payment of invoices correctly and to keep records of the deadlines and interest on arrears. In case of any delay in the payment of the invoice, the Principal may send a reminder to the Principal. Upon receipt of each such reminder, the Principal shall pay a reminder penalty of 1% of the net amount due.

34. If the Client has submitted objections to the invoice (incl. Regarding the actual performance of the Tasks or their volume), he / she shall notify the Bureau immediately after receiving the invoice, but not later than three (3) days after sending the invoice. If the objection is not submitted immediately, it is assumed that the Client has no objections to the invoice (incl. The performance of the Tasks and their volume indicated on the invoice). In case of a justified objection, the Customer shall not be deemed to be in arrears with the payment of the invoice.

35. The Law Office and the Legal Adviser shall be jointly and severally liable for direct property damage wrongfully caused to the Client in the performance of the order. The law firm and its lawyers and other employees operating in the law firm shall not be liable for the loss of income or non-pecuniary damage of the Client.

36. The performance of duties shall be suspended if a corresponding order has been received from the Client or if the office has reason to doubt the Client's ability or wish to pay for the duties performed or to be performed within a reasonable or prescribed time.

37. The performance of duties shall not be suspended if the suspension may cause significant damage to the Client and the Client is unlikely to have sufficient time to respond to the request for payment.

38. The Bureau has the right to suspend the performance of the Duties even if the Client violates other Contractual Obligations to the Bureau, incl.

39. In case of non-payment of the invoice submitted to the Client by the Law Firm on time, in addition to the right to suspend the performance of duties, the Firm also has the right to demand late payment interest and exercise the right to withhold the Client's documents until the invoice submitted to the Client is paid in full.

40. The Customer Agreement enters into force if the Parties have agreed to it. The customer agreement is generally concluded for an indefinite period, unless otherwise agreed in the agreement.

41. The Client Agreement shall be terminated in an extraordinary manner without prior notice if the Client, upon performance of the Task by the Legal Adviser:

- 1) submits forged evidence and the Legal Adviser is aware of the forgery of the certificate;
- 2) requires, notwithstanding the explanation of the Legal Adviser, that the Legal Adviser use means or methods which are in conflict with the law to protect the interests of the Client;
- 3) demand that the Legal Adviser act in a manner which is not in accordance with the honor and dignity of the Legal Adviser or the requirements of professional ethics;
- 4) violates the Agreement significantly or repeatedly;
- 5) acts contrary to the instructions of the Legal Adviser or otherwise expresses that he or she has lost confidence in the Legal Adviser;
- 6) gives instructions to the Legal Adviser which are detrimental to the interests of the Client or manifestly useless for the performance of the Duties and, notwithstanding the explanation of the Legal Adviser, does not waive the requirement to follow these instructions.

42. Waiver of the performance of duties shall not deprive the Law Office of the right to remuneration for the duties already performed and the expenses incurred.

43. Upon termination of the Agreement, care shall be taken to ensure that the Client has sufficient time to react and find a new representative before the next event (such as a hearing or procedural deadline) within the framework of the Duties. If the content of the Agreement is representation in a court or administrative authority, the court or administrative authority hearing the matter shall be notified immediately of the termination of the Agreement and the authorization.

44. If the performance of the duties becomes impossible due to a conflict of interest, lack of specialization, impossibility to coordinate the legal position or for any other reason, the Bureau shall immediately notify the Client thereof and, if possible, assist the Client in finding a new representative.

45. Unless otherwise agreed, information, documents and invoices related to the execution of the order shall be forwarded to the Client by e-mail.

46. Notices sent to the Customer by e-mail (incl. Invoices) shall be deemed received by the Customer if three (3) calendar days have passed since the notification was sent.

47. The contract may be amended only in a form that can be reproduced in writing. Failure to comply with the form in which the written reproduction is not made shall invalidate the change.