

## LEGAL SERVICES AGREEMENT

## General Provisions

These General Provisions of the Legal Services Agreement define the legal relations arising from the provision of legal services to the Clients by the Law Firm NOOR legal, legal entity code 304032386, registered office address Lviv 37, LT-09307 Vilnius, Lithuania ("the **Law Firm**").

Once the Law Firm and the person referred to in the Special Provisions of the Legal Services Agreement ("the **Client**") agree on the Special Provisions, these General Provisions shall become a part of the Legal Services Agreement ("the **Agreement**").

The Client and the Law Firm are hereinafter collectively referred to as "the **Parties**" and each separately as "the **Party**".

In the event of any inconsistency between the General Provisions and the Special Provisions, the Special Provisions shall prevail.

### 1. Legal services

- 1.1. In accordance with the terms and conditions of this Agreement the Law Firm shall at the Client's request render legal services and represent the interests of the Client.
- 1.2. The Client's instruction to the Law Firm for the provision of legal services may be expressed in any form, including verbally, by e-mail and/or by submission of documents.
- 1.3. Legal services to the Client under this Agreement shall be provided by the Law Firm' attorneys, assistant attorneys, and lawyers ("the **Lawyers**"). However, the obligations under this Agreement shall arise in respect of the Law Firm rather than the Lawyers, despite the fact that the Lawyer has performed the Client's particular assignment or provided services to the Client.
- 1.4. Each Lawyer shall have the right to render legal services under this Agreement on behalf of the Law Firm without the Client's separate consent. The Law Firm shall ensure that the Client's assignments are executed by Lawyers who have the necessary qualifications and experience. A list of Lawyers is available on the Law Firm' website [www.noor.lt](http://www.noor.lt). The Law Firm has the right to unilaterally change its list of Lawyers. Upon termination of a Lawyer's contract with the Law Firm, the right granted to

such person to execute assignments and represent the Client under this Agreement shall automatically cease without notice to the Client.

- 1.5. The Law Firm has the right to instruct any other Lawyer or employee of the Law Firm to provide certain services related to the provision of legal services without the Client's separate consent, provided that the provision of such services does not require legal qualification.
- 1.6. In case third parties (e.g., business, financial consultants; foreign lawyers; translators, etc.) are required to be engaged to execute the Client's assignments, such third parties shall be engaged with the consent of the Client.

### 2. Rights and Obligations of the Parties

- 2.1. In rendering legal services, the Lawyers shall be bound by the laws of the Republic of Lithuania, the principles of professional ethics and this Agreement. The Lawyers shall provide legal services at a time agreed with the Client.
- 2.2. The Client shall furnish the Law Firm with complete original information required for the performance of an assignment. The Client shall inform the Law Firm about any changes of such information and/or events which may influence proper performance of an assignment. The Client shall cooperate with the Law Firm in all cases.
- 2.3. The Client shall accept the services rendered and inform the Law Firm immediately of any observed deficiencies in the execution of the assignment. If the Client does not make claims regarding any deficiencies in the execution of the assignment within 30 days from the date on which (a) the Law Firm provided the services to the Client, or (b) the Law Firm provided the Client with a report on provision of such services, whichever occurs earlier, the assignment shall be deemed to have been executed properly.
- 2.4. After completion of an assignment and in the absence of a separate instruction of the Client (which shall constitute a separate assignment) the Law Firm shall not be obliged to amend or supplement the information or documents previously delivered to the Client while

performing the assignment. This principle shall also apply when legal acts or case law related to the Client's assignment change or new circumstances appear.

### **3. Fees and Reimbursement of Expenses**

- 3.1. The Client shall pay to the Law Firm a fee for the legal services provided. The fee is calculated according to the hourly rates of the Lawyers and other personnel of the Law Firm ("Hourly Rates") multiplied by the time spent on the Client's assignment. The Hourly Rates (VAT exclusive) applicable on the date of this Agreement are indicated in the Special Provisions hereto. If required by law, value added tax (VAT) as determined by applicable laws will be added to the Hourly Rates.
- 3.2. Subject to prior notification to the Client, the Law Firm has the right to change the Hourly Rates unilaterally. The changed Hourly Rates shall apply to legal services ordered after the Law Firm has notified the Client of the change. The Client has the right to decline legal services at the new rates and terminate the Agreement.
- 3.3. The Parties may agree on a specific price for the performance of a particular assignment.
- 3.4. The Client shall reimburse the Law Firm for all costs and expenses of the Law Firm incurred while rendering legal services, including but not limited to expenses related to collecting information, copying, long-distance and mobile telephone calls, data transmission, postal expenses, translation costs, travelling costs, transportation costs, accommodation expenses (when services are rendered outside Vilnius), payment of stamp and other duties on the Client's behalf, etc. The Law Firm has the right to request payment of an amount equal to such costs and expenses in advance. If the performance of the Client's assignment requires significant expenses which the Client may cover himself, the Law Firm can request the Client to pay for such expenses directly to service providers.
- 3.5. Payments made by the Client under this Agreement shall be free of any deductions or withholdings (such as fees for bank services, etc.).
- 3.6. The Client shall pay an invoice of the Law Firm within 10 business days from its receipt. If the Client fails to pay when due, the Client shall pay to the Law Firm a default interest of 0.02%

of the outstanding amount for each day of delay.

- 3.7. If the Client fails to pay an invoice when due, the Law Firm has the right to stop rendering legal services and to require the Client to pay for the services rendered up to that date and/or to start debt recovery procedures. The Client shall remunerate the Law Firm for all additional expenses incurred by the Law Firm when recovering the delayed amounts from the Client.

### **4. Conflict of Interests**

- 4.1. Before taking up a Client's assignment, the Law Firm will check that it does not give rise to a conflict of interest. If a conflict of interest arises after such check, the Law Firm will apply the professional ethical standards governing conflicts of interest to resolve the situation. The Law Firm shall have the right to refuse to execute the Client's assignment and/or to terminate the Agreement if it is unable to provide services due to an existing conflict of interest or a risk thereof.
- 4.2. The Client gives the Law Firm and its Lawyers a prior consent to advise, represent or act against the Client in a legal relationship which does not relate to a Client's assignment or in proceedings where the Law Firm and/or any Lawyer is advising, or is, or has been, the representative or attorney of a party, provided that the confidentiality of either client's information is not breached.
- 4.3. The Agreement does not create an exclusive relationship between the Client and the Law Firm: the Client has the right to engage any other person to provide the same services for which it has engaged the Law Firm, and the Law Firm has the right to provide legal services to third parties, including to competitors of the Client.

### **5. Use of Electronic Means**

- 5.1. The Parties will exchange information using electronic means of communication if it is not required to provide original documents for the execution of the assignment. The Client is aware of and understands the risks associated with the transmission of data by electronic means (possible late delivery of messages, disclosure of confidential or personal information). The Law Firm shall not be liable for these risks, provided that the Law Firm has taken all reasonably necessary precautions.

5.2. In order to ensure unimpeded communication between the Law Firm and the Client, the Law Firm recommends that the Client confirms by telephone to the responsible Lawyer the dispatch and/or receipt of an important email or document.

5.3. If the Client has submitted original documents to the Law Firm for the execution of an assignment, the Law Firm shall, upon completion of the execution of the assignment, refusal to execute the assignment, or termination of the Agreement, return all the original documents submitted to the Law Firm in relation to the assignment.

## **6. Prevention of Money Laundering and Terrorist Financing**

6.1. In accordance with the relevant law on the prevention of money laundering and terrorist financing, the Law Firm must identify the Client, the persons acting on behalf of the Client and the Client's ultimate beneficial owners. Where necessary, the Law Firm also must determine the origin of the Client's funds. If the Client fails to provide the requested information or if there is a doubt that the funds are being used for terrorist financing or money laundering, the Law Firm may refuse to execute or suspend the execution of the assignment and notify the authorities.

6.2. In accordance with the law referred to in Clause 6.1 above, the Law Firm may be required to inform the appropriate authorities of transactions in excess of a certain amount of cash, regardless of whether the transaction is executed by a single payment or several related payments, or if the Law Firm becomes aware or has reason to suspect that a transaction on behalf of the Client may be related to money laundering. In case the Law Firm is under a duty to report potential money laundering to the authorities, the Law Firm may be not in a position to inform the Client of the report made or the reasons for making it.

6.3. In the cases prescribed by law, the Law Firm may be obliged to provide information about the Client's VAT number and the value of the services acquired by the Client to tax and customs authorities. In addition, the Law Firm may be obliged to provide invoices and enclosures thereto to the authorities and insolvency administrators upon request.

6.4. The Client understands and agrees that the foregoing cases, which constitute the Law Firm' legal duty, do not constitute a breach of professional secrecy or a breach of the Client's confidential information.

## **7. Liability**

7.1. The Law Firm's aggregate liability under the Agreement shall not exceed an amount which is twice the amount that the Law Firm received from the Client for the performance of a specific assignment related to such breach, unless the Lawyers or personnel of the Law Firm acted with willful misconduct or gross negligence. Fault of the Lawyers or personnel of the Law Firm shall be a necessary pre-condition of any liability of the Law Firm.

7.2. The Law Firm shall not be liable for losses of the Client incurred (i) as a result of incomplete, erroneous or inaccurate information supplied by the Client; (ii) due to the fact that services were not rendered or rendered improperly by third persons contracted by the Law Firm with the Client's consent to render services specified in the Agreement or related thereto; (iii) as a result of the failure by the Law Firm to render the Services at the time agreed by the Parties or at the time required by the Client, if this was due to causes beyond the control of the Law Firm; and indirect losses of the Client.

7.3. The Law Firm shall not be liable for any losses suffered by the Client as a result of or related to an opinion or advice expressed by the Law Firm or the Lawyers on a matter which is not governed by the law of the Republic of Lithuania.

## **8. Confidentiality**

8.1. Each Party shall ensure full confidentiality and non-disclosure of information related to the other Party to third persons except the cases when it is required by law, competent institutions or such information is used for the performance of the assignments under this Agreement. The confidentiality obligations of the Parties shall survive the termination of this Agreement.

8.2. Unless otherwise explicitly specified in writing by the Client, the Law Firm shall be entitled to include any references to the performance of this Agreement to the Client and the general nature of services rendered under this Agreement in any presentations, offers to

potential clients, brochures, newsletters, website of the Law Firm, printed and electronic databases of law firms, information digests, newspapers, and other Lithuanian and foreign mass media. The Law Firm shall also be entitled to use the Client's trademarks for these purposes.

## **9. Term and Termination**

- 9.1. The Agreement shall come into effect upon signing by both Parties of the Special Provisions and shall remain in force indefinitely.
- 9.2. Each Party has the right to terminate this Agreement unilaterally at any time and out-of-court for any reason by serving a prior written notice to the other Party 14 days before the intended termination date.
- 9.3. If no services under this Agreement are being rendered to the Client for 6 months or longer, this Agreement shall automatically (without any further notice of the Parties to each other) terminate after a 6-month period from the date when the last services were rendered, unless otherwise agreed by the Parties. If the Parties renew their cooperation after the said term, it shall be deemed to continue in accordance with this Agreement.
- 9.4. In addition to its other rights under the Agreement and/or applicable law, the Law Firm has the right to suspend the execution of the Client's instructions and/or the services by giving the Client a 24-hour notice in writing or by email if the Client fails to meet its payment obligations to the Law Firm. If the delay to pay lasts more than 20 days, the Law Firm has the right to terminate this Agreement unilaterally and out-of-court with immediate effect.
- 9.5. The Law Firm has the right to terminate this Agreement with immediate effect by serving a written notice to the Client:
  - 9.5.1. in case of a conflict of interest which renders the Law Firm unable to provide services to the Client;
  - 9.5.2. if the Client repeatedly breaches other obligations under this Agreement;
  - 9.5.3. if the Client becomes insolvent or if bankruptcy, liquidation or restructuring procedures are initiated against the Client.

9.6. In any case of termination of this Agreement the Client shall pay to the Law Firm all the fees and reimburse the expenses for legal services rendered up to the termination date.

## **10. Personal Data Protection**

- 10.1. Each Party shall process the data provided by the other Party related to its employees, authorized persons, employees or other representatives of subcontractors and other persons associated with the other Party ("the **Personal Data**") in accordance with the requirements of the law governing the protection of personal data.
- 10.2. Each Party shall retain the Personal Data for the duration of the Agreement and thereafter to the minimum extent required to fulfil the purposes of data processing.
- 10.3. Each Party may provide Personal Data to the following recipients: providers of hardware, software and related services used for processing of the Personal Data, service providers of maintenance and support of the information and communication technologies used by the Party, and other data recipients to whom Personal Data must be provided in accordance with the requirements of the law applicable to the Party. The Law Firm may provide Personal Data to persons whom it is entitled to engage for the performance of this Agreement.
- 10.4. Each Party shall duly inform all individuals whose personal data is transferred thereby to the other Party of the transfer of their personal data. The information provided shall include: identity and contact details of the other Party as data controller, purposes of personal data processing, categories of personal data, legal basis for the processing, retention period, recipients of the data as set out in this Agreement, and the rights provided under the General Data Protection Regulation (EU) 2016/679.

## **11. Intellectual property**

The Law Firm shall retain all intellectual property rights into the results of the services. From the moment the Client has settled with the Law Firm in full for the legal services rendered, the Law Firm grants the Client a non-exclusive and non-transferable right to use the intellectual property rights contained in the results of the services transferred to the Client

further to its direct purpose according to their internal needs.

## **12. Miscellaneous**

- 12.1. The Agreement may be amended only by agreement of both Parties.
- 12.2. All notices, requests, demands and other communications shall be made in writing (including by e-mail) and shall be deemed to have been duly given when delivered in person, sent by registered mail, courier mail or ordinary mail, fax, or e-mail at the addresses of the Parties indicated below in this Agreement. Each Party shall forthwith notify the other Party about any change of its contact details indicated in this Agreement.
- 12.3. The Parties agree that this Agreement and all documents relating hereto may be signed by electronic signatures (including non-qualified signatures) or by the exchange of signed scanned copies. Documents signed by such means will have the same legal effect as if signed by hand.
- 12.4. This Agreement shall be governed by Lithuanian law. Disputes between the Parties arising out of this Agreement shall be settled by negotiations. In case of failure to resolve disputes amicably, such disputes shall be settled in courts of the Republic of Lithuania in accordance with the procedure prescribed by laws.

These General Provisions of shall apply from 13 February 2023.