

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the Letter and its Annexes (which have to be signed between Parties), form the Contract and stipulate a binding agreement between CEEA and the Client regarding provision of legal and other services as defined in the Service Specification. Upon signing of the Letter and Service Specification Sheet, the Contract will be considered as to have been executed by the Parties.

1. Cooperation

1.1. We are CEE Attorneys, an international law firm with offices in different countries. Should you be willing to use our Services within different offices, you will have to execute just Services Specification Sheet with each office regarding provision of Services to you. For the purpose of clarity, these General Terms and Conditions will remain valid and applicable through all jurisdictions that we offer our Services in.

1.2. The Services shall be provided by attorneys, associates and other professionals employed by us or cooperating with us under a commercial contract on a long-term basis. We may at any time assign third parties to provide Services to you and such third parties may contact you and work with you directly. We take responsibility for the services provided by third parties delegated by us.

2. Your obligations

2.1. You are responsible for providing us with accurate, precise and true information and data that we may need or require to provide the Services. We will provide the Services based on said information and data and will consider them to be true, precise and accurate. We will not additionally verify the accuracy and veracity of such data, information and explanations provided by you, unless agreed upon otherwise.

2.2. When disclosing any information to us you confirm that you are not in breach of intellectual property rights or any other rights of any third party.

2.3. You are responsible for any decisions regarding our Services, the use of our services and evaluation of whether our Services are useful to you.

2.4. You are responsible for any breach of obligations set forth in this Contract committed by your employees and/or persons authorised to represent you in relations with us.

3. Our obligations

3.1. We shall provide the Services with the appropriate professional care, in accordance with principles of ethics, appropriate standards and in due and timely manner.

3.2. All Services shall be provided within the agreed scope, timeframe and in accordance with the agreed upon financial terms.

3.3. In case we are unable to provide the Services to you for any reason, we undertake to inform you about it without undue delay.

4. Our services

4.1. Any part of our Services is only intended to be received by you and used for your internal purposes only, including the use by your shareholders, management or supervisory bodies and (or) employees.

4.2. You agree not to use, disclose or provide our Services, any part thereof or any information obtained under this Contract to any third parties without our prior written consent unless:

4.2.1 required by the applicable law, regulations or a court decision (you are required to inform us about any such request in writing);

4.2.2 disclosed to your lawyers, tax advisors and other persons carrying out similar functions and only the extent required to perform their services.

4.3. Should we give the consent to use, disclose or provide our Services or any part thereof to any third parties, it shall only be done to the extent specified in our consent.

4.4. We shall have the right to refuse to provide Services under this Contract in cases when provision of Services to you would breach the applicable laws and/or regulations.

4.5. The Services provided are considered to be up to the requirements agreed upon in this Contract and to have been duly accepted by you unless you submit reasonable remarks or objections within five (5) days from the provision thereof.

5. Fees

5.1. You undertake to pay the agreed upon fees for our Services. You also undertake to cover general expenses including postage, courier, court, administrative fees as well as administrative fees set forth by authorities, travel and accommodation costs and other similar expenses directly related to the provision of Services to you.

5.2. Our fees do not cover taxes (VAT) and/or similar taxes, charges, duties, tolls or levies imposed on the Services you are obligated to pay for under the Contract (excluding general income tax).

5.3. The invoices shall be issued to the Client on monthly basis unless agreed upon otherwise in the Service Specification Sheet.

5.4. Hourly rates of CEEA are provided in the Service Specification Sheet and the Parties may agree otherwise regarding a fixed fee for a particular assignment via email and/or separate signed order. CEEA shall have the right to review and amend the hourly rates. The fee for the Services is essentially established according to the time allocated for a particular assignment.

5.5. All reasonable and in advance agreed upon expenses directly related and incurred when providing Services (e.g., travel, accommodation, communication, courier services, translation costs, notary fees, public and state institutions fees, etc.) shall be covered by you in accordance with a CEEA issued reimbursement invoice.

5.6. Unless agreed upon otherwise in the Service Specification Sheet, all invoices are due within 14 (fourteen) days of the delivery of the invoice to you.

5.7. Delayed payments shall be charged a default interest indicated in the provided invoice. CEEA may transfer the right to reimbursement under the unsettled invoice to any third party. You hereby allow to disclose your information and documents for the purpose of debt recovery to any third party. All the additional and related expenses incurred due to the administration of your debt shall be reimbursed by you.

6. Term of the Contract

6.1. This Contract is entered into for an indefinite period of time.

6.2. Any Party may terminate this Contract by delivering a termination notice to the other Party 30 (thirty) days in advance. In case there is a suspicion of your business being related to money laundering, terrorist financing or other similar unlawful activity, CEEA may terminate this Contract immediately without submission of such notification.

6.3. In case you fail to settle an invoice in due time or do not cooperate, CEEA may suspend the performance of Services. After the termination of this Contract, until the day of termination, you shall pay all fees (remuneration) and cover all expenses incurred by us in accordance with this Contract. We shall have the right to withhold your documents and other property related to the Services provided, including funds in a bank account that were deposited by us in your name and advance payments until the full settlement for the invoices. In case you request to provide Services related to a particular assignment when the assignment itself has already been performed or when such Services exceed the scope of the assignment, such Services shall be paid for additionally, according to the standard rates or as indicated in a separate order.

6.4. You are obligated to pay the fees for our Services and other expenses as indicated in this Contract, incurred until the day of termination of this Contract.

7. Liability

7.1. CEEA members as registered attorneys are required by law and regulations in each country to be covered by professional liability insurance (hereinafter the “**Insurance**”). CEEA shall be responsible only to you and only for the direct loss/damages, except in cases of willful misconduct. The responsibility of CEEA in all countries where CEEA is operating (including all partners, specialists and employees) is insured and limited to the total amount of **EUR 7,400,000**.

7.2. In the event of a dispute or claim related to the provision of Services, any action for damages or otherwise shall only be taken against a Party to this Contract that provided such Services and not against its shareholders, management bodies, employees, attorneys, representatives or partners (hereinafter the “**Persons**”) or other Party of this Contract,

member of CEEA or its Persons. You declare that you will only file such claims against us.

7.3. Under no circumstances shall any liability of any of us, either due to breach of this Contract or negligence relating to the Services provided, including any legal Services and other costs, exceed the amount of Insurance coverage of that Party.

7.4. You declare that you are aware of the amount of Insurance and agree not to assign to us any tasks which, in case of professional misconduct, might cause damage exceeding the amount of Insurance. In such case, you are fully responsible for any potential damages caused to a Party.

7.5. We shall not in any case be held responsible for damages, loss or expenses resulting from negligence, inaction or intentional illegal action, misunderstanding or deliberate negligence of you, your shareholders, management bodies, employees, attorneys, representatives or partners related to you.

8. Indemnification

8.1. To the maximum extent permitted by the applicable law and other regulations you undertake to indemnify us, other members of CEEA and/or their Persons against all claims made by third parties (including your affiliates) and the resulting obligations, expenses and damages (including reasonably incurred expenses for internal and external legal services) arising from any use of our Services by a third party at your request or to which you disclose the information related to the Services provided by us.

8.2. To the maximum extent permitted by the applicable law and other regulations you undertake to indemnify us, other members of CEEA and/or their Persons against all claims made by third parties (including your affiliates) and the resulting obligations, expenses and damages (including reasonably incurred expenses for internal and external legal services) arising from the use of your provided information, data and explanations by your shareholders, statutory bodies, employees, attorneys, representatives or partners connected with you.

9. Intellectual Property Rights

9.1. Any part of our Services including statements, opinions, memorandums and other documents in writing as well as any other materials considered to be intellectual property according to the applicable law remain in the ownership of us. Under no circumstances does this Contract constitute

a licence or any other similar contract to use such intellectual property in any way. This does not include information and data provided by you, which remain your property.

9.2. Upon payment of the agreed fees you are entitled to use our Services and any part thereof in as provided in this Contract.

9.3. You may not use our name (CEE Attorneys), logo and other description of us without our prior written consent.

9.4. We, our attorneys and associates shall be entitled to refer to the fact that we represented you and provided Services to you to third parties and we may use general description of the provided Services for our marketing purposes, including, but not limited to, use your Logo in various ways, naming you as our client in any promotional material such as mail proposals, presentations and on our website, unless notified by you in writing otherwise. Such use shall not constitute a breach of our confidentiality agreement and you consent to such use of your name and information about you.

10. Confidentiality

10.1. We, our attorneys and associates shall be obligated to observe secrecy of all the information and knowledge concerning any matters related to you, made available to us and obtained by us in the context of our business relationship with you as required by the rules and provisions set out in the applicable law (hereinafter as "Confidential Information").

10.2. Unless prohibited by the applicable law, in case it is necessary for the provision of Services, we may disclose Confidential Information to other third parties. In such case we undertake to obligate any such third party to observe secrecy and hold any and all disclosed Confidential Information confidential.

11. Data protection

11.1. If you provide us with any information or data that may contain personal data of any third party, you declare and guarantee that you are entitled to disclose such data to us and that such data has been processed and delivered according to the applicable law.

11.2. You agree that all data (including personal data) shall be stored and handled in accordance with the measures for security and confidentiality protection applied by CEEA.

11.3. We shall process any personal data acquired under this Contract in accordance with the applicable law and/or other regulations.

12. Governing law

12.1. This Contract, all matters related therewith and/or Services provided under this Contract shall be governed and construed in accordance with the applicable law of the country the CEEA party providing the Services is located.

12.2. All disputes related to this Contract and/or Services provided under this Contract shall be subject to the exclusive jurisdiction of the courts of the country the CEEA party providing the Services is located.

13. Final provisions

13.1. CEEA shall not consult your opponents on the same issue as CEEA consults you without your explicit consent. CEEA may represent and counsel other clients on unrelated issues, the interests of

which do not necessarily coincide with the interests of the Client or some other client.

13.2. This Contract constitutes the entire Contract between the Parties with regard to the Services and other matters covered by it, and supersedes all prior contracts, arrangements and statements of the Parties, including all already signed confidentiality contracts.

13.3. Any Party may sign this Contract, as well as any amendments thereto, electronically, i.e. each Party may sign a separate copy of the same document. Any amendment of this Contract must be agreed upon in writing by all Parties.

13.4. Each Party certifies that the person signing this Contract is authorized to do so.

13.5. You agree that we and other members of CEEA can, to the extent permitted by our professional regulations, work for other clients, including your competitors.