

## GENERAL TERMS & CONDITIONS OF LEGAL SERVICES

19 October 2023

### Legal services

These General terms & Conditions (hereinafter - **General Conditions**) apply to all legal services rendered by **Abromavicius Attorneys, advokatu profesinė bendrija**, legal entity code 306364387, address Gediminas ave. 27, LT-01104 Vilnius (hereinafter – the **Law Firm**), and any assistant attorneys at law and other legal professionals working for the Law Firm. The list of lawyers and these General Conditions are published in the webpage [www.aattorneys.legal](http://www.aattorneys.legal).

External specialists may only be involved with the prior approval of the Client. The Law Firm shall not be liable for any fees or costs charged by external specialists. The Client agrees to reimburse the fees and costs charged by external specialists involved with the Client's consent.

### Procedures for legal services

Legal services shall be provided to the Client in accordance with the legislation in force in the Republic of Lithuania. The Law Firm may give its opinion on matters relating to the law of other jurisdictions, but this shall not constitute the provision of legal advice and the Law Firm accepts no liability for the correctness of any such opinion given.

The Law Firm shall provide legal services only. The Law Firm shall not provide advice in other areas, including but not limited to finance, accounting, or environmental protection.

The Client is obliged to provide the Law Firm with all information and documents relating to the Assignment and will keep the Law Firm informed of any change in circumstances.

When the Law Firm completes the Assignment, it shall not be required to modify or update any information, legal opinions or documents provided to or prepared for the Client in the event that legislation has been amended or repealed, case law has changed, or circumstances have changed.

### Fees

The Client shall pay the Law Firm for the legal services rendered in accordance with the hourly rates set out in the Contract or as agreed between

the Client and the Law Firm by email. In the cases provided for by law, the fee shall be paid inclusive of value added tax at the statutory rate.

If hourly rates are agreed upon, the Law Firm shall charge the Client for the time spent by the Law Firm's staff in visiting the Client or any third person or agency for the purpose of providing the Services, as well as for telephone conversations relating to the Client's affairs, including conversations with the Client, the Client's other advisers or legal counsel representing the other party.

The Law Firm may perform such actions as it deems necessary or advisable in order to complete the Assignment, and in executing the Assignment may incur reasonably necessary actual costs (including, but not limited to, transport, translation, copying of documents, telephone calls, notary fees, stamp duties, etc.). The Client agrees to pay such costs in addition to the fee.

The Law Firm shall issue invoices on a monthly basis. The invoice shall be paid within 20 calendar days. Invoices shall be sent to the Client by email without a physical signature to the email address specified in the Contract. If the Client does not raise reasonable objections to the invoice within the payment period, the Client shall be deemed to have accepted the invoice and the services provided.

### Avoidance of conflicts of interest

Before accepting an Assignment, the Law Firm undertakes to carry out internal screening of conflict of interest to make sure that the Law Firm is able to undertake the Assignment in accordance with the Rules of the Lithuanian Bar and the Law Firm's internal rules.

Notwithstanding screening procedures, there may arise circumstances that prevent the Law Firm from representing the Client in an ongoing or future assignment. In such cases, the professional ethics rules governing conflicts of interest of the local Bar shall apply and the Law Firm shall have the right to terminate the Contract.

The Contract shall not create a relationship of mutual exclusivity. The Client may use the services of other law firms. The Law Firm may provide legal assistance to other persons and execute assignments unrelated to the Assignment, including the provision of services to persons active in the same field as the Client or to persons that may have interests contrary to the Client's interests.

### Sending and receiving information

The Client and the Law Firm shall exchange information by email.

The Law Firm shall use email addresses with an ending [name.surname@aattorney.legal](mailto:name.surname@aattorney.legal), no other email addresses must be used for information purposes.

Information to the Client shall be sent to the email addresses specified in this Contract or in the Client's email.

### **Confidential information**

The Law Firm shall protect the data provided by the Client, including the fact of conclusion of this Contract, in accordance with the legislation in force in the Republic of Lithuania.

If necessary for the provision of legal services or if such an obligation arises from the Law, the Law Firm may, without the Client's express consent, disclose to third parties (including notaries, translators, banks and state authorities) confidential information and documents relating to the Client.

### **Liability**

The liability of the Law Firm for direct damage caused to the Client shall be limited to direct losses. Neither the Law Firm, nor the employees shall be liable for any indirect losses, including loss of profit. The total liability of each Party shall be limited to the amount of EUR 100.000.

The Law Firm's liability towards the Client will be reduced by the amount of compensation paid to the Client under the liability insurance or under the insurance policy or any other contract, unless this is contrary to the provisions of the Client's contract with the insurer or a third party, or if they provide for limitations on the Client's rights in relation to the insurer or third party.

The Client undertakes to indemnify the Law Firm for any third party claims against the Law Firm if during the execution of the Assignment the Law Firm assumes liability towards such third party for the services rendered to the Client. The Law Firm shall not be held liable for damage resulting from advice given to the Client or documents prepared, if they were not used for their intended purpose.

The Law Firm shall be held liable under the Contract only to the person who has entered into the Contract with the Law Firm and shall not be held liable for any damage possibly caused to any third party.

The Law Firm shall not be held liable for the services rendered by other law firms or external specialists, regardless of whether they were engaged by the Law Firm on its own initiative or by the Client, provided that the Client has been informed that such other specialists have been engaged.

Attorneys at law, assistant attorneys at law and other legal professionals providing legal services under this Contract shall be exempt from liability to the extent permitted by Law.

### **Termination of the Contract**

The Client may terminate the Contract at any time by notifying the Law Firm in writing.

The Law Firm may terminate the Contract for any reason by giving 14 calendar days' prior written notice, or for important reasons, in which case the Contract shall be terminated immediately.

An important reason for termination by the Law Firm includes the existence of a conflict of interest, a material breach of this Contract committed by the Client, the Client's failure to pay the fee and reimburse for the Law Firm's costs in due time, and the Client's refusal to cooperate with the Law Firm.

Upon termination of the Contract, the Client shall pay the Law Firm the unpaid fee for the legal services rendered and reimburse the Law Firm for the costs incurred prior to termination of the Contract.

### **Applicable law**

This Contract shall be governed by the law of the Republic of Lithuania.

### **Dispute resolution procedures**

Any dispute arising out of or in connection with this Contract shall be settled by negotiations. If an amicable settlement cannot be reached, the dispute must be referred to court.

Complaints by the Client regarding the services provided by the Law Firm must be submitted to the Law Firm in writing.

Any claim for damages against the Law Firm must be made no later than 12 months from the date on which the relevant legal service was provided. After 12 months, the Client's right to claim shall expire.

### **Notifications**

All notices, requests, demands and other communications under this Contract must be in writing or by email and shall be deemed to have been duly given if delivered by hand, courier, registered post, ordinary mail or electronic mail to the addresses of the Parties specified in the Special Terms & Conditions. Each Party will promptly inform the other Party of any change in its contact details as set out in the Special Terms & Conditions.

### **Changes to the General Terms & Conditions**

The Law Firm may unilaterally change these General Terms & Conditions at any time by notifying the Client by email at least 30 calendar days in advance. If the Client does not accept the change to the General Terms & Conditions, the Client may terminate the Contract in accordance with the procedure set out in the General Terms & Conditions.