



GENERAL TERMS

Effective as of 10 September 2020

1 SUPPLY OF SERVICES

Legal services on behalf of the Law Firm are supplied only by members of the Bar Association, (“Attorneys”) of the jurisdiction where the Law Firm is registered (“Local Bar Association”). In supplying legal services Attorneys may involve other persons employed or otherwise engaged by the Law Firm. These persons may not supply legal services to the Client independently: they only assist the Attorneys and work under their supervision. A list of persons supplying legal services on behalf of the Law Firm and a list of other employees is available on the website of the Law Firm www.cobalt.legal.

Legal services under the Agreement are supplied by the Law Firm (a legal entity or partnership registered with the Local Bar Association).

Engagement of external professionals, including COBALT offices or other law firms in other jurisdictions, always requires prior approval by the Client. The Law Firm accepts no liability for fees or expenses charged by external professionals. The Client agrees to reimburse fees and expenses charged by external professionals engaged with the approval of the Client.

2 SCOPE OF SERVICES

The Law Firm supplies legal services only. No other services, such as but not limited to financial, accounting, environmental, technical advice, are supplied by the Law Firm.

The Law firm may express views on issues related to the law of other jurisdictions, but this does not constitute legal advice and the Law Firm does not assume liability for the correctness of those views.

The Client will supply the Law Firm with all relevant information and documents related to the Assignment and keep the Law Firm informed of any change in circumstances.

Following completion of the Assignment the Law Firm need not amend or update any information, opinions or documents supplied to or prepared for the Client as a result of amendments to or revocation of legal acts, development of case law or change in circumstances.

3 FEES AND INVOICING

The Client pays the Law Firm for legal services supplied based on the provisions set out in the Special Terms or agreed between the Client and the Law Firm via email.

If hourly rates are agreed, the Law Firm charges the Client for the time its personnel spends in commuting to the Client or to any third person or institution in performing services, telephone calls relating to the Client’s matters, including calls with the Client, other advisors of the Client or opposing counsel.

The Law Firm tracks the time spent on completion of the Assignment in a time-tracking system. The minimum time tracking unit will not exceed 15 minutes.

The Law Firm is entitled to change agreed hourly fee rates unilaterally upon notice to the Client at least 30 calendar days in advance. If the Client does not accept the new hourly fee rates, the Client may terminate the Agreement by notice to the Law Firm within 20 calendar days from the date of notice. If termination does not occur, the new rates will apply.

Fee estimates provided by the Law Firm are always indicative and based on information available to the Law Firm at the time the estimate is given.

The Law Firm may choose the lawyers assigned for performance of a particular Assignment and may change the lawyers during the Assignment if necessary. The Law Firm will coordinate with the Client as to reasonable fees for time spent by



lawyers taking over duties in the Assignment in the case of replacement of lawyers.

The Law Firm may take such action as it considers necessary or advisable in order to carry out the Assignment, and may incur reasonable out-of-pocket expenses in performing the Assignment (including, but not limited to, costs associated with transportation, translations, photocopying, long distance calls, notary fees, stamp duties). The Client agrees to pay for those out-of-pocket expenses in addition to fees.

The Law Firm invoices on a monthly basis. The term for payment of an invoice is 10 calendar days. If the Client has not raised reasonable objections about the invoice within the payment deadline, the Client is deemed to have accepted the invoice and the services supplied.

Value added tax is added to fees in the cases and at the rate set by the Law.

If the Client is required to deduct or withhold any taxes or other sums (such as bank charges) from any amount payable under an invoice of the Law Firm, then the Client will pay and bear such taxes or other amounts, and ensure that the Law Firm receives the full amount of the invoice as if no such deduction or withholding was required.

If payment of an invoice is delayed, the Law Firm may suspend supply of legal services and charge interest at the rate of 0.06% on the overdue amount for each day of delay until full payment by the Client of amounts overdue.

The Client will reimburse to the Law Firm expenses incurred by the Law Firm in relation to collection of any past amounts due.

Invoices are sent to the Client in electronic form to the e-mail address indicated in the Agreement and without a physical signature.

4 CONFLICT OF INTEREST

Before accepting the Assignment, the Law Firm conducts an internal conflict-of-interest verification in order to ascertain that the Law Firm is free to accept the Assignment under Local Bar Association rules governing the Law Firm.

Notwithstanding the verification procedures, circumstances may arise that prevent the Law Firm from acting for the Client in an ongoing or future matter. In these situations, the rules of

professional conduct of the Local Bar Association regulating conflicts of interest apply, and the Law Firm may terminate the Agreement.

The Agreement does not create mutual exclusivity. The Client may use the services of other Law Firms. The Law Firm may supply legal assistance to other persons and execute assignments not related to the Assignment, including supply of services to persons operating in the same industry as the Client, or persons with interests potentially adverse to the interests of the Client.

5 ELECTRONIC COMMUNICATION, IT SYSTEMS AND ORIGINAL DOCUMENTS

The Client agrees to exchange communication electronically. The Client is aware of the risks deriving from electronic communication: messages may get delayed or lost, confidential and personal information may be intentionally or unintentionally modified, or stolen or disclosed to third parties. The Law Firm is not liable for risks related to electronic communication.

Measures taken to protect electronic communication, and to ensure its confidentiality and preservation by the Law Firm may in certain cases block an e-mail communication from the Client. The Client will follow up on important e-mail messages by phone or request the Law Firm to confirm receipt of an e-mail.

The Law Firm uses commercially produced IT systems (including electronic communication systems, time tracking platforms, client relationship management and document management systems) which contain information on clients of the Law Firm, legal services supplied to them, and documents related thereto.

After completion of the Assignment or termination of the Agreement, the Law Firm returns all original documents in its possession in relation to the Assignment, and the Law Firm need not store or make available any documents or information related to a completed Assignment.

6 KNOW YOUR CUSTOMER AND VAT INFORMATION

Under the regulations on prevention of money laundering and terrorist financing and non-proliferation and application of financial sanctions ("**AML Rules**"), in certain situations the Law Firm must identify the Client, persons acting on the

Client's behalf, and ultimate beneficiaries of the Client. It may also be the Law Firm's duty to determine the origin of the Client's assets in certain situations. The Law Firm may be obliged to decline or suspend an Assignment and report to the authorities if the Client fails to provide the required information, if a transaction is suspicious, or if there is a suspicion of assets being used for terrorist financing or money laundering.

Although the Law firm is professionally and legally obliged to avoid disclosing information concerning its clients and legal services supplied to them, applicable Law may require the Law Firm to inform the authorities of transactions involving use of cash in excess of the defined thresholds, or if it becomes known to the Law Firm or the Law Firm has reason to suspect that any given transaction carried out in the Client's name may be in violation of applicable AML Rules. If it appears to be necessary for the law Firm to give notice of money laundering at any time while acting on behalf of the Client, the Law Firm may not be permitted to inform the Client about notification or the reasons for it.

In certain cases defined by the Law, the Law Firm may have to provide information to the Tax, Revenue and Customs authorities on the VAT registration number of the Client and the value of services purchased by the Client. Additionally, in certain cases the authorities and trustees in bankruptcy may require submission of invoices issued by the Law Firm and annexes thereto.

The Law Firm may also make information available to outsourced service providers if the Law Firm has outsourced certain activities related to AML Rules and to commercial banks and other providers of financial services to enable them to perform their statutory obligations related to enforcement of AML Rules.

The Client understands and accepts that such measures, being mandatory obligations of the Law Firm, do not constitute a breach of professional secrecy provisions.

7 PERSONAL DATA

The Law Firm processes personal data about the Client and persons directly related to it (e.g. employees, representatives, counterparties) in line with laws applicable to protection of personal data, for, e.g., the purposes of performing the Agreement, administering billing and accounting systems, maintaining its internal information systems, managing client relationships, complying

with its legal obligations, and for marketing purposes.

The Client confirms that data provided to the Law Firm is processed lawfully and that, where required, data subjects are informed about the Law Firm's Privacy Policy accessible via www.cobalt.legal.

The Client must promptly inform the Law Firm of any particular processing measures it requires in respect of personal data transferred to the Law Firm.

For the purposes of fulfilment of the Client's Assignment the Law Firm may process personal data of the Client and persons directly related to it in the capacity as personal data controller or, exceptionally, as a data processor. Unless agreed otherwise, when the Law Firm acts solely as a data processor, the terms governing data processing obligations as outlined in the Law Firm's Privacy Policy will apply.

Persons whose personal data are processed by the Law Firm are entitled, under the Law, to obtain information on personal data processed by the Law Firm and to request that the Law Firm rectify or erase their personal data, subject to applicable legal limitations. Depending on the circumstances, the Client (as a natural person) and its representatives may also have the right to restrict processing; the right to object to processing; the right to request deletion of personal data; and the right to personal data portability.

The Law Firm may transfer personal data of the Client and persons directly related to it to third parties where this information is needed for performance of the Client's Assignment such as – but not limited to – other advisers who may be engaged by the Law Firm or to which the Client's Assignment may be transferred, or other related purposes. Such third parties may be established in non-EU/EEA countries where privacy standards may differ from those in the EU.

More information about processing personal data may be requested from the Law Firm or may be found in the Privacy Policy available at the website of the Law Firm: www.cobalt.legal.

8 INTELLECTUAL CONFIDENTIALITY, SOLICITATION PROPERTY, NON-

Copyright and other intellectual property rights in all work product generated by the Law Firm in the

course of the Assignment belong to the Law Firm. However, the Client may use such attorney work product for the purposes for which the Client has received the product.

Subject to the Law and the provisions of Clauses 8 and 9 of these General Terms and with the limitations indicated in Clause 6, the Law Firm will keep confidential Client information that becomes known to the Law Firm while supplying legal services in line with the rules of professional conduct.

In matters involving publicly listed companies, the Law Firm must comply with applicable securities laws, apply the Law Firm's internal policy relating to insider information, and maintain a register of insiders.

If necessary for the supply of legal services, or if the obligation derives from the Law, the Law Firm may disclose to third persons (including notaries, translators, banks and state authorities) confidential information and documents regarding the Client without separate consent from the Client. If the Client instructs the Law Firm to use the services of other service providers for supply of legal services or if the Client agrees to the use of other service providers suggested by the Law Firm, the Law Firm may, unless clearly agreed otherwise, disclose to them such confidential information and materials as the Law Firm considers necessary for the overall performance of the Assignment.

The Law Firm is also entitled to disclose information entrusted to it by the Client and/or relating to legal services supplied to the Client by the Law Firm in the course of internal review and/or professional investigation either in disciplinary or ethics procedures, when the review or investigation is conducted under the rules of the Local Bar Association.

During the validity of the Agreement and for 12 months after its expiry or termination, the Client agrees to avoid soliciting any lawyer, employee or attorney who worked for the Law Firm during the validity of the Agreement for employment or supply of services under another contract.

9 REFERENCES

The Law Firm may disclose to third parties the fact that the Client is a client of the Law Firm, the Assignments in which the Law Firm has assisted the Client, and the general nature of the services supplied to the Client. Additional information on

legal services supplied to the Client may be disclosed by the Law Firm without the Client's consent, if and to the extent that such information has entered the public domain before disclosure by the Law Firm. The Law Firm may use the trademark or logo of the Client in conjunction with permitted provision of information.

If the Client provides information to the media regarding the Assignment carried out by the Law Firm, the Client will, to the extent possible, indicate that the legal assistance in relation thereto was supplied by the Law Firm.

10 LIMITATION OF LIABILITY

The Law Firm is liable for direct damage wrongfully caused to the Client through supply of legal services up to triple the amount of fees paid or payable for the Assignment. The Law Firm is not liable for loss of profit or non-proprietary damage. Without limiting the generality of the foregoing, if the Client has been advised in the same matter by an advisor other than the Law Firm, the liability of the Law Firm is always limited to its pro rata share of the total damage.

The liability of the Law Firm to the Client will be reduced by insurance indemnities or compensation for damage received by the Client under any insurance policy or under any other agreement, unless contrary to the Client's agreement with the insurer or third party or the Client's rights against the insurer or third party are thereby restricted.

The Client undertakes to indemnify the Law Firm for any claim by any third party against the Law Firm if during an Assignment the Law Firm accepts liability towards that third party in relation to services supplied to the Client. The Law Firm is not liable for damage caused by advice or documents provided to the Client if used for any purpose other than that which they were originally prepared for.

The Law Firm is liable only to the person who entered into the Agreement with the Law Firm and is not liable for damage that may be caused to any third person.

The Law Firm does not assume liability for services supplied by other law firms (including other COBALT offices) or external professionals irrespective of whether they are engaged at the initiative of the Law Firm or the Client, provided that the Client has been informed about engagement of such other professionals. The

Client agrees that the Law Firm engages other professionals on the basis of agreements concluded with them separately and does not bind such professionals to these General Terms. If other COBALT offices are engaged, their services will also be subject to these General Terms. However, the Special Terms will apply to the Law Firm signing the Agreement, unless agreed otherwise in the Special Terms.

The liability of the Attorneys or persons engaged by the Law Firm in the supply of legal services is excluded to the extent permitted by the Law.

11 TERMINATION OF AGREEMENT

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

The Law Firm may terminate the Agreement for any reason by serving a 14 calendar day prior written notice or for valid reason with immediate effect. A valid reason for termination by the Law Firm includes the emergence of a conflict of interests, the Client's material breach of this Agreement, the Client's failure to pay fees and costs of the Law Firm in a timely manner, the Client's refusal to cooperate with the Law Firm or to follow the Law Firm's advice on a material issue, or any fact or circumstance that would render the Law Firm's continuing representation unlawful or unethical, including where the Law Firm identifies an activity or facts whose characteristics refer to the use of criminal proceeds or terrorist financing or to commission of related offences or an attempt to do so or with regard to which the Law Firm suspects or knows that it constitutes money laundering or terrorist financing or the commission of related offences.

Upon termination of the Agreement, the Client will pay to the Law Firm any outstanding fees for legal services supplied, as well as expenses incurred before and up to termination of the Agreement.

12 GOVERNING LAW

The Agreement is governed by the Law of the jurisdiction where the Law Firm is registered.

13 CLAIMS

If the Client has a complaint or claim regarding activities by the Attorney or other person engaged by the Law Firm in performing an Assignment, it must be delivered to the Law Firm in writing. Any claim for damages must be filed against the Law Firm no later than 12 months from the date the

respective legal service was supplied. After 12 months, the right of the Client to file a claim will expire.

If the Client's claim against the Law Firm is based on a claim by a third party (including public authorities) against the Client, the Law Firm may respond to and settle the claim with the third party on behalf of the Client, provided that the Law Firm indemnifies the Client for any direct damage related to it. If the Client settles a claim, compromises or otherwise takes action relating to the claim without the Law Firm's consent, the Law Firm has no liability for the claim. If the Client is compensated by the Law Firm or by the insurers of the Law Firm in respect of a claim, the Client assigns the right of recourse against third parties to the Law Firm or, if requested by the Law Firm, to its insurers.

14 DISPUTES

Any dispute, controversy or claim arising out of or relating to the Agreement is settled by negotiation.

Failing amicable settlement, the dispute must be referred to the court or for arbitration depending upon the jurisdiction.

In the case of the Agreement with Advokaadibüroo COBALT OÜ:

Disputes will be settled by Harju County Court as the court of first instance.

The court of honour of the Estonian Bar Association adjudicates matters related to attorneys' fees contested by a client or to the reasonableness of a claim for expenses for legal services. The rules of procedure of the court of honour are set out in the Estonian Bar Association Act and in the internal rules available on the website of the Estonian Bar Association: www.advokatuur.ee.

In the case of the Agreement with ZvAB COBALT:

Disputes will be settled by the competent courts of the Republic of Latvia.

The Client may refer the dispute to the Council of Sworn Advocates of Latvia in accordance with the procedure for out-of-court resolution of disputes between the attorneys and their clients approved by the Council of Sworn Advocates of Latvia. The rules of procedure are available on the webpage www.advokatura.lv.

In the case of the Agreement with Law Firm Norkus and Partners COBALT:

a) disputes where the principal claim in money terms is less than EUR 50,000 are settled by the courts and the venue of such competent courts will be Vilnius, Republic of Lithuania (the agreed territorial jurisdiction), and b) disputes where the principal claim in money terms exceeds EUR 50,000 are settled by arbitration in Vilnius Court of Commercial Arbitration in line with its Rules. The number of arbitrators will be three. The venue of arbitration will be Vilnius, Lithuania. The language of arbitration will be English.

15 NOTICES

All notices, requests, demands and other communications under this Agreement must be in writing or via e-mail and will be deemed to have been duly given when delivered in person, sent by courier, registered mail, ordinary mail or e-mail at the addresses of the Parties indicated in the Special Terms.

Each Party will promptly notify the other Party of any change to its contact details indicated in the Special Terms.

16 AMENDMENTS

The Law Firm may unilaterally amend these General Terms at any time, notifying the Client by e-mail at least 30 calendar days in advance. The Law Firm publishes amendments to the General Terms on its website www.cobalt.legal. If the Client does not agree with an amendment to the General Terms, the Client may terminate the Agreement in line with Clause 11 of the General Terms.