

Interlegal Terms of Services

Public Offer

1. Applicability

These Terms govern relations in connection with the provision of consulting and legal services to the Client (hereinafter referred to as "the Assignment") by the INTERLEGAL group of companies, namely: Interlegals Ltd., International Law Offices Interlegal, Lawyers Association "International Legal Collegium" (their affiliated persons and offices; hereinafter - "the Attorney"), which are fixed in writing by the Parties in a separate Legal Services Agreement or through the exchange of emails (hereinafter – "the Agreement"). In the event of a discrepancy between the provisions of these Terms and the Agreement, the Agreement shall prevail.

2. Attorney's Offer

Attorney, before accepting the Assignment, will send an offer to the Client fixing the following: the absence of a conflict of interest, the goal of the Client, the tasks of the Attorney, the result expected by the Client, the deadlines for the execution of the Assignment, fee and estimated or fixed expenses. Acceptance of the offer by the Client means agreement by the Parties on all elements of the offer, acceptance of the Assignment by the Attorney, the right of the Attorney to start performing the services and the obligation of the Client to pay for the services in the amount agreed in the offer. The acceptance must be sent by the Client to the Attorney in writing.

3. Attorney's Competence

By sending an offer to the Client, the Attorney confirms that he is competent, has necessary resources and is ready to fulfill the Assignment in the agreed scope.

The Client is prudent to expect that the personnel involved are competent, properly instructed and supervised, efficient and meet all the conditions of the Assignment, as well as moral obligations.

The Attorney has the right to instruct third parties on the Assignment in whole or in part, while remaining responsible to the Client.

4. Preliminary Check

Before sending an offer to the Client, the Attorney performs a preliminary check of:

- the Client's data: obtaining reasonably complete information about the legal/ natural person, the nature of its/ his business, counterparties and specified business transactions within the Assignment;
- the legality of the Assignment: the absence of a potential violation of the law during the Assignment;
- conflict of interest: the absence of circumstances when the representation of the Client is fundamentally and unfavorably influenced by the personal interest or existing obligations of the Attorney to other clients.

5. Conflict of Interest and Legality of Assignment

In the event of a violation of the law and/ or a conflict of interest at any stage of the case, the Attorney is obliged to immediately inform the Client about such circumstances

and stop any actions on behalf of the Client until additional consultations and adjustments (if necessary) of the latter's instructions.

Confirmation of the absence of conflict of interest applies to all offices and employees of the Attorney.

In the event of a conflict of interest, acceptance of the Assignment is possible only with the written consent of all interested parties.

When checking a conflict of interest, the Attorney reasonably presumes that the Client has provided him with complete and reliable information about his company (*including other companies of the group*), about the counterparty, as well as about the general nature of the Assignment.

6. Attorney's Awareness and Client's guarantees

The Attorney expects and grounds his offer on the fact that the Client provides the Attorney with all information, facts and documents that may be relevant for the execution of the Assignment before it starts.

The Client guarantees the accuracy, completeness and reliability of the information, data and documents available to the Attorney, even if they were received from third parties, or warns the Attorney about the lack of such confidence.

During the entire period of the Assignment, the Client informs the Attorney about all changes that may be significant to the execution of the Assignment.

7. Representation

The Attorney always preliminarily agrees with the Client all significant issues of the strategy and tactics of the Assignment. The Attorney notifies the Client of all significant facts and changes in the case so that the Client can effectively manage the case and make decisions about strategy, tactics, settlement, planning, etc. The Client has the right to count on a timely response from the Attorney in connection with the execution of the Assignment. From the moment the offer is accepted by the Client, the latter is obliged to refrain from any independent actions that may affect the execution of the Assignment, without prior consultations with the Attorney.

The fact of the completion of the Assignment is recorded by the parties in writing in the form of an acceptance report on services rendered or by exchanging appropriate confirmations in e-mail. After the execution of the Assignment, the Attorney transfers to the client all the original documents received from him earlier as part of the Assignment, as well as the results of the execution of the Assignment (originals of the court decision(s), official documents, etc.).

8. Attorney's Fee

Methods of calculating the Attorney's fee:

- **Hourly Fee** - assumes calculating the cost of the Attorney's services for the time (in hours) actually spent to fulfill the Assignment and/ or achieve the Client's goal.
- **Fixed Fee** - assumes calculating the cost of the Attorney's services based on a pre-agreed fixed amount, regardless of the time spent on the execution of the Assignment and/ or achievement of the client's goal.

Conditions applied as additional to the methods of calculating the fee:

- **The upper limit (Cap Fee)** assumes calculating the cost of the Attorney's services for the time actually spent to fulfill the Assignment and/ or achieve the client's goal, but not exceeding the amount agreed with the Client and set as the upper limit.
- **Success Fee** assumes calculating the cost of the Attorney's services as a percentage of the Client's benefit (received or not lost funds/ assets) acquired as a result of the Attorney's achievement of a specific goal of the Client.

In the event when the Client refuses the services of the Attorney due to circumstances beyond the control of the latter, the services of the Attorney, actually rendered prior to the refusal, are payable on an hourly basis, unless otherwise agreed by the Parties in writing.

The Attorney's invoices are payable upon receipt by the Client, usually in advance. The Attorney reserves the right not to proceed with the Assignment until the prepayment amount agreed by the Parties is credited to his account, unless otherwise agreed in writing.

The Attorney provides the Client with reports on the services provided, the time spent and the costs incurred in cases where this is agreed with the Client.

9. Attorney's Expenses

The following expenses are reimbursed by the Client: official fees and duties, bank commissions and fees, travel, transport, postage and other expenses, the cost of notarization of documents and photocopies, official translation of documents, unless otherwise previously agreed by the Parties. The Attorney must have documentary evidence of the costs incurred.

10. Confidentiality

The attorney undertakes not to disclose confidential information received from the Client to third parties, unless the consent of the Client is obtained or this is expressly provided for by law.

The Client undertakes not to transfer information received from the Attorney to third parties in respect of confidentiality whereof he has been notified by the Attorney.

11. Limitation of Attorney's Liability

The Attorney's liability to the Client for a specific Assignment is limited to the amount of the fee for such an Assignment. The Attorney is liable in the event when he commits a professional error (omission) in the course of work on a specific Assignment, that entailed direct losses to the Client.

12. Claim Settlement

The Attorney expects that the Client will immediately notify him on all claims for the Attorney's work or situations where the Attorney, in the opinion of the Client, has violated the agreed conditions of the Assignment, the Agreement or these Terms. Any claim by the Client regarding the quality of the Assignment execution will be considered by the Attorney within 48 hours.

All disputes arising from or related to the provision of services by the Attorney and/ or these Terms, not settled by the Parties, shall be resolved and interpreted in accordance with the legislation of Ukraine.