

Interlegal Terms & Conditions on rendering services

Public Offer

1. Scope of application

These **Terms & Conditions** shall govern relationship due to rendering by the Law Union "International Law Collegium" (or its affiliated persons and offices; hereinafter referred to as the *Attorney*) to the Client consulting and legal services (hereinafter referred to as the *Order*) fixed in writing by the Parties in the form of separate Legal Service Agreement or by means of email correspondence (hereinafter referred to as the *Agreement*).

In case of discrepancies between these Regulations and the Agreement, the Agreement provisions shall prevail.

2. The Attorney's offer

The Attorney shall, before accepting the Order, send to the Client *an offer* stating the following: absence of the conflict of interests, the Attorney's tasks, the result expected by the Client, terms of the Order performance, fee and supposed or fixed expenses. Offer acceptance by the Client shall mean that the Parties have agreed all the offer details, offer acceptance by the Attorney, the Attorney's right to proceed to render services and the Client's obligation to pay for services within the scope agreed in the offer. Acceptance shall be sent by the Client to the Attorney in writing.

3. The Attorney's competence

While sending an offer to the Client, the Attorney hereby confirms that it is competent, has necessary resources and is ready to perform the Order within the agreed scope.

The Client is entitled to reckon that the engaged personnel is competent, duly instructed and controlled, effective and compliant with all the terms of the Order and with moral duties.

The Attorney is entitled to entrust the Order performance, fully or partially, to third persons being responsible against the Client.

4. Preliminary inspection

Before sending an offer to the Client, the Attorney shall perform preliminary inspection of:

- The Client's data: receiving reasonably full data about the legal entity/natural person, its business nature, counteragents and separate business operations in the framework of the order;
- Lawfulness of the Order: absence of potential possibility to breach the law while performing the Order;
- Conflict of interests: absence of circumstances when the Attorney's personal interest or current obligations against other clients may have essential and unfavourable impact on representing the Client's interests.

5. Conflict of interests and lawfulness of the Order

In case of detecting any breach of lawfulness and/or conflict of interests at any stage of the case, the Attorney shall notify immediately the Client on such circumstances and suspend any actions at the Client's order until the additional consulting and adjustment (*if necessary*) of the latter's instructions.

Confirmation of absence of the conflict of interests shall concern all the Attorney's offices and employees.

In case of the conflict of interests, the Order acceptance shall be possible only with the written consent of all the concerned persons.

While inspecting the conflict of interests, the Attorney shall rely upon the fact that the Client has provided full and true data about its company (*including other group companies*), about the counteragent against which the Order is supposed and about general nature of the Order.

6. Notification of the Attorney and the Client's guarantees

The Attorney shall reckon and ground its offer on the fact that the Client has provided thereto all the data, facts and documents which may be essential for the Order performance, before proceeding performance thereof.

The Client shall guarantee exactness, completeness and reliability of all its data, information and documents available for the Attorney, even received from third persons, or shall notify the Attorney on absence of such confidence.

During the term of the Order performance, the Client shall notify the Attorney on all changes which may be essential for the Order performance.

7. Representing the Client's interests by the Attorney

The Attorney shall always agree in advance with the Client all the essential issues of the Order performance strategy and tactics. The Attorney shall notify the Client upon all the essential facts and changes in the case, so that the Client could manage the case effectively and make decisions upon strategy, tactics, settlement, planning etc. The Client is entitled to reckon upon the Attorney's prompt response due to the Order performance. From the moment of accepting the offer by the Client, the latter shall restrain from any independent actions which may impact on the Order performance, without preliminary consulting to the Attorney.

The fact of the Order performance shall be fixed by the Parties in writing in the form of the Acceptance Certificate on rendered services or by means of sharing the relevant confirmations in the email correspondence. Having performed the Order, the Attorney shall submit to the Clients all the original documents previously received in the framework of the Order performance, jointly with the Order performance results (*original court decisions, official documents etc.*).

8. The Attorney's fee

Forms of calculating the Attorney's fee:

- **Hourly Fee** supposes calculation of the Attorney's service cost for the actual time consumed (in hours) for the Order performance and/or achievement of the Client's goal.
- **Fixed Fee** supposes calculation of the Attorney's service cost based on preliminarily agreed fixed amount, irrespective of time consumed for the Order performance and/or achievement of the Client's goal.

Additional terms to the forms of calculating the Attorney's fee:

- **Cap Fee** supposes calculation of the Attorney's service cost for the actual time consumed for the Order performance and/or achievement of the Client's goal but not exceeding the amount agreed with the Client and fixed as cap sum.
- **Success Fee** supposes calculation of the Attorney's service cost in the form of percentage from the Client's benefit (received or non-lost funds/assets) acquired due to achievement of the Client's certain goal by the Attorney.

If the Client rejects the Attorney's services due to circumstances independent on the latter's, the services actually rendered by the Attorney before rejection shall be paid at the hourly rate, unless otherwise agreed in writing by the Parties.

The Attorney's invoices shall be paid upon receiving thereof by the Client – usually in the form of advance payment. The Attorney is entitled not to start performing the Order until the advance payment agreed by the Parties is remitted to its bank account, unless otherwise agreed in writing.

The Attorney shall submit to the Client reports on rendered services, time consumed and incurred expenses, as agreed with the Client.

9. The Attorney's expenses

The Client shall reimburse the following expenses: official duties and fees, bank commission fees and payments, travel costs, transportation, post and other expenses, notarization of documents and photocopies, official translation of documents, unless otherwise preliminarily agreed by the Parties. The Attorney shall have documentary certification of incurred expenses.

10. Confidentiality

The Attorney hereby undertakes not to disclose to third parties any confidential information received from the Client unless otherwise agreed by the Client itself or provided directly by the law.

The Client hereby undertakes not to provide to third parties any information received from the Attorney in respect of confidentiality whereof it has been notified by the Attorney.

11. Limitation of the Attorney's liability

The Attorney's liability against the Client upon a certain Order shall be limited to the fee for such Order. The Attorney's liability shall occur in case when the Attorney makes a professional mistake (omission) in the framework of performing the Order, which caused direct losses to the Client.

12. Claim settlement

The Attorney reckons that the Client shall notify it immediately upon all the claims against the Attorney's work or upon the situations when the Attorney, at the Client's opinion, violated the terms of Order, Agreement between the Parties or these Regulations. Any the Client's claim related to quality of the Order performance shall be considered by the Attorney within 48 hours.

All the disputes arising from or related to rendering services by the Attorney and/or these Regulations, if ungoverned by the Parties, shall be settled and interpreted in compliance with the Ukrainian legislation.