MAGNUSSON

GENERAL TERMS AND CONDITIONS OF THE LEGAL SERVICES AGREEMENT

Law Partnership Magnusson ir partneriai, company code 300044462, registered office at Vilniaus g. 19, 44284 Kaunas, Lithuania.

Effective from 22 October 2026

1. DEFINITIONS

Agreement shall mean the Special Conditions (in the form of an agreement or a letter of engagement) signed between the Client and Magnusson, and these General Conditions defining the terms of provision of legal services.

Client shall mean the natural person or legal entity indicated in the Special Conditions of the Agreement to whom/which the legal services of Magnusson are provided.

Magnusson shall mean the law firm with the full name in Lithuanian: advokatų profesinė bendrija Magnusson ir partneriai.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. Magnusson shall provide professional legal services to the Client and act as the Client's advisor. Magnusson provides only legal services, but does not advise on commercial or financial decisions as well as property or business valuation, financial accounting, audit or tax issues, except where otherwise agreed in writing between Magnusson and the Client.

2.2. The nature and scope of the services rendered to the Client are determined based on the information provided on the Client's matter or project and the scope of the Assignment if Magnusson agrees to carry it out. The present Agreement shall not obligate Magnusson to represent the Client or render the services if the Parties do not agree on the relevant Assignment. The services under this Agreement include all the time spent by a lawyer to carry out the Client's Assignment, e.g., the analysis of legislation, case law, submitted documents and(or) facts, collection of information, preparation for court hearings, negotiations, etc. The service is also considered to have been provided when the client has been given verbal advice.

2.3. Magnusson provides the services concerning issues of the Lithuanian law.

2.4. Services to the Client on behalf of the Client shall be rendered by Magnusson partners, senior associates, associates, junior associates and/or other specialists (the Lawyers). Magnusson decides which Lawyer shall provide the legal services.

2.5. The Client authorises Magnusson and its Lawyers to file applications / request to courts, state institutions and other persons and obtain or access the documents or other information and/or make their copies on behalf of the Client.

3. CLIENT'S ASSIGNMENTS

3.1. Legal services shall be provided if the Client's Assignment is given in writing. Magnusson also has the right to accept the Client's verbal Assignment and to carry it out taking into account the situation and content of the Assignment, also where the Client's verbal Assignment is sufficiently comprehensive and well-defined.

3.2. The Client has been informed and understands that Magnusson cannot guarantee the outcome desired by the Client, especially in the Assignments involving third parties, i.e., where services are provided in a case, negotiations, etc. Nevertheless, Magnusson undertakes to provide top quality legal services with due care, and make every effort to fulfil the legitimate and objectively achievable aims and objectives of the Client as much as possible.

3.3. On receipt of the Client's Assignment or request to provide legal services, Magnusson may refuse rendering the services, if the service provision is contrary to law, professional ethics of attorneys-at-law, good morals, also if carrying out of the Assignment may lead to a conflict of interests.

3.4. The Client shall (promptly and on time) provide Magnusson with comprehensive and accurate information necessary for provision of services. The Client undertakes to provide the documents and instructions required for carrying out the Assignment, and to cooperate with Magnusson fully. In any event Magnusson will consider that the information and documents received from the Client are comprehensive and true.

3.5. All managers or employees of the Client who give Assignments to Magnusson are authorised to do so, and Magnusson may carry out their Assignments (including verbal ones).

3.6. On completion of the Assignment, Magnusson will not be obligated to supplement or change the legal document, report, opinion drawn or the information provided in the course of the Assignment despite any new information, circumstances coming to light or any other reason. This principle shall also apply in the event of changes in the applicable laws or judicial practice.

4. PRICE AND ITS PAYMENT

4.1. The Client undertakes to pay Magnusson for the services rendered, and to refund the incurred costs.

4.2. The service price shall be determined based on the hourly rates of the specialists rendering the services indicated in the Special Conditions. Magnusson has the right to change the rates with a one-month prior notice to the Client, and the Client has the right to refuse the services at the new rates.

4.3. If the Parties agree in the Special Conditions on the fixed price or capped fee for the services in carrying out the specific Assignment, the Parties confirm that such amounts are calculated based on the assumption that all the necessary documents

and/or information concerning the Assignment are clear and correct, and will be provided by the Client on time. If such assumption proves to be untrue, Magnusson may adjust the price or capped fee for the services applying the hourly rates, which could result in the increase in the price or capped fee for the services. For the avoidance of doubts, the capped fee does not include incurred costs.

4.4. The Client shall refund Magnusson for the costs incurred in provision of legal services. Such costs as stamp duties, notary's fees, costs for translation, collecting of information, travel, postage, and similar expenses shall be specified in the invoice separately, and the Client undertakes to refund them together with the pertaining taxes.

4.5. Magnusson hereby informs the Client that Magnusson is a VAT payer, and that the statutory VAT rate shall be added when issuing invoices to the Client for the services provided.

4.6. The fee for legal services shall be paid based on the time spent by the Lawyers of Magnusson on the Client's Assignments. The time spent on the provision of legal services shall be recorded at 0.2-hour intervals.

4.7. If a deposit is provided for in the Special Conditions, Magnusson may use such deposit for payment of the invoices issued by Magnusson. If a deposit is not received, Magnusson has the right to withhold provision of legal services or suspend their provision unilaterally. In such case the Client shall assume all the risk of untimely provision of legal services.

4.8. Remuneration for legal services shall be paid by bank transfer to the bank account indicated in the Agreement. Payment of the invoice implies the Client's acknowledgment that the services have been provided properly, unless otherwise specified by the Client. Any remarks or complaints about the scope or quality of the work done by Magnusson or the invoice amount shall be made no later than within 15 days after issuance of the invoice. On expiry of this period, it shall be considered that the services have been provided properly.

4.9. The Parties agree that all the invoices of Magnusson for the legal services rendered to the Client shall be sent to the e-mail address indicated in the Agreement.

4.10. The Client undertakes to pay each invoice within seven (7) calendar days as of the day of its submission to the Client. If the Client delays payment of the invoice more than fifteen (15) calendar days, Magnusson shall have the right to suspend the provision of legal services. In the event of failure to pay the invoice within the set time limit, Magnusson shall have the right to terminate this Agreement and the provision of all legal services unilaterally without a separate notice. All risk of untimely legal services in the cases referred to in this paragraph shall be assumed by the Client.

4.11. Magnusson shall have the right to charge the interest of 0.02 per cent for the outstanding amount for each delayed day.

4.12. Magnusson shall have the right to assign the Client's debt liability to any third parties without a separate written consent of the Client.

5. CONFLICT OF INTERESTS

5.1. The Client is aware and understands that the offices of Magnusson in Vilnius and Kaunas as well as its associated offices in other countries (jurisdictions) are long-term providers of legal services in various spheres and that it is likely that different offices and/or associated offices of Magnusson in other countries globally have provided, are or will be providing legal services to other third parties whose interests do not conform to the Client's interests.

5.2. The commitment of Magnusson to avoid any direct conflict of interests shall be applicable only during the period of performance of each specific Assignment of the Client and for additional 3 months after completion of the Assignment. The Client agrees that the period set in this paragraph for the protection of the Client's interests in order to avoid any conflict of interests with third parties is sufficient and reasonable, and that at the expiry of this period Magnusson shall have an unrestricted right to provide services to the third parties whose interests are contrary to the Client's interests.

5.3. The Client undertakes to refrain from offering the Lawyers and other staff of Magnusson to enter into employment or other contracts during the term of this Agreement and one (1) year after its expiry.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1. Magnusson undertakes – within the term and upon expiry of this Agreement – to refrain from disclosing, using or making public any confidential information received or learned from the Client under this Agreement, except where required by the laws, court or necessary for carrying out of the Assignment.

6.2. The Client agrees that Magnusson does not need a separate consent of the Client to present to the media and/or comment on the substance of the Client's Assignment (case / contract, etc.) without disclosing the Client's identity and other data enabling to identify the Client. The Client also agrees that Magnusson could indicate the Client as one of the clients of Magnusson in descriptions of its activities or for purposes of public relations to the extent of a reasonable disclosure.

6.3. Each Party shall be responsible for protection of its systems and interests related to the use of e-mail correspondence. Neither the Client nor Magnusson shall be liable towards each other for any error, damage, loss or discrepancy arising out of or related to the information exchanged between the Parties electronically, or the fact that Magnusson relied on such information received from the Client or the persons related to the Client in provision of the legal services.

6.4. The Parties shall exchange the information in writing, including by e-mail. The Client understands and acknowledges that the use of e-mail involves a certain risk as Magnusson cannot guarantee confidentiality of the information and data transmitted by e-mail, and protect it from an unauthorised access by third parties. The Client agrees that Magnusson is not liable to the Client if unauthorised third parties use the information and data transmitted or received by e-mail against the Client, or if such actions of third parties inflict damage on the Client, and Magnusson shall not be liable for instances of cyber-attacks or other forms of internet-based espionage (but not limited to the ones listed herein).

6.5. Magnusson processes personal data in compliance with the effective legislation. The Client can access the terms of data processing at https://www.magnussonlaw.com/lt/en/data-processing-statement/

6.6. If the Client submits for the processing by Magnusson the personal data of another person, the Client must ensure that such personal data is provided to Magnusson in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council and with all the other applicable legal acts.

6.7. As part of the legal services provided to the Client, Magnusson may use artificial intelligence tools and technologies to assist in various aspects of the legal services, including but not limited to legal research, document review, contract analysis, data processing, and drafting of legal documents. These tools may be used to enhance the efficiency and accuracy of the work, but they will always be used in conjunction with the professional judgment and expertise of Magnusson attorneys or other professionals. Magnusson will use reasonable efforts to ensure that artificial intelligence tools used in the provision of services comply with all applicable confidentiality, data security, and ethical standards. Artificial intelligence tools may be either fully integrated into the Magnusson‘s technology stack, ensuring robust data protection, or, alternatively, used in open systems provided that no sensitive or confidential Client data is processed

7. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

7.1. The Client is aware that all the Lawyers as professional consultants must comply with the effective requirements for prevention of money laundering and terrorist financing, and Magnusson is obligated to inform the appropriate authorities about certain cash transactions or the transactions possibly related to money laundering. If Magnusson is obligated to report potential money laundering when carrying out the Client’s Assignment, Magnusson may be unable to inform the Client about such reporting to the appropriate authorities and the reasons for doing so. To comply with the requirements of the law, Magnusson must receive proofs of identity from the Client as soon as practicable. Therefore, the Client undertakes to submit the documents evidencing the identity and address of the Client or the Client’s representative as well as other information required by law when requested. The Client also acknowledges that Magnusson may transfer the relevant information to credit institutions if they request such information during their checks to prevent money laundering and terrorist financing.

8. LIABILITY

8.1. Magnusson shall be liable for performance of this Agreement in the procedure set forth in the Law on the Bar of the Republic of Lithuania.

8.2. Liability of Magnusson for its services shall be limited to the amount of fees paid by the Client for the legal services provided in the specific case or Assignment, and in any case this liability shall not exceed EUR 3,000,000 (three million euros) in the aggregate (for all Assignments of the same Client). The fault of Magnusson is the *sine qua non* (indispensable) condition for liability. In any event Magnusson shall only be liable for the Client’s direct financial damages sustained by the Client as a result of Magnusson carrying out the Assignment. Magnusson shall not be liable to the third parties for the steps taken on behalf of the Client, or for the Client’s indirect damages, lost profit, economic or other losses. Magnusson shall bear no liability for the third parties involved in provision of services. The limitation of liability stipulated in this Clause shall not apply in the cases and to the extent where limitation of liability is prohibited by applicable law.

9. TERM AND TERMINATION

9.1. The Client shall have the right to terminate the Agreement unilaterally by written notice to Magnusson at least fifteen (15) calendar days in advance. In this case the Client shall pay to Magnusson a part of the remuneration for legal services proportionate to the legal services provided, and reimburse other costs incurred by Magnusson in performance of the Agreement prior to receipt of the termination notice from the Client.

9.2. Magnusson shall have the right to terminate this Agreement unilaterally without recourse to the court at any moment by written notice to the Client at least one (1) month in advance, except where Magnusson must terminate the Agreement immediately under the applicable laws. Magnusson has the right to terminate the Agreement at any moment if the Client refuses to co-operate, is late to pay for the provided services, in the event of suspicions of money laundering, a conflict of interests preventing to provide the services legally, or due to other justified reasons.

9.3. This Agreement shall expire if Magnusson has no active (unfinished) Assignments from the Client, and the Client does not give any new Assignment to Magnusson for a period longer than 3 months after the day of completion of the last Assignment. If a new Assignment is given after the time limit specified in this paragraph lapses and Magnusson accepts such Assignment, it shall be considered that this Agreement has been renewed and all its terms and conditions shall be valid to their full extent as of the moment Magnusson makes a written confirmation of the acceptance of the Assignment and renewal of the Agreement.

9.4. If the Agreement is terminated or expires, the Client undertakes to promptly notify the relevant third-party stakeholders (courts, authorities, partners, employees, etc.) that the rights and obligations of Magnusson as representatives have terminated. Magnusson shall not be liable if the Client’s non-performance of this obligation results in adverse consequences for the Client.

9.5. Having completed the provision of legal services, Magnusson shall return to the Client the documents provided by the Client, unexpended funds and the Client’s assets in the possession of Magnusson. Magnusson shall have the right to retain a copy of the Client's documents for the needs of internal accounting, performance and archiving.

10. OTHER PROVISIONS

10.1. All notices to the Parties shall be sent to the e-mail addresses indicated in the Special Conditions. It shall be considered that the Party has received the correspondence on the following working day after sending it by e-mail.

10.2. This Agreement shall be governed by the laws of the Republic of Lithuania. In the event of conflict between the Special Conditions and General Conditions, the Special conditions shall apply.

10.3. The Parties agree that any dispute and/ or claim arising out of or related to this Agreement or its violation, termination or invalidity shall be solved by mutual agreement. In the event of failure to agree, the disputes shall be resolved at court in Vilnius city if the amount subject to the dispute does not exceed EUR 20,000 (twenty thousand euros). If the amount subject to the dispute is over EUR 20,000 (twenty thousand euros), the Party initiating the dispute may choose either the dispute resolution at court in Vilnius city or at Vilnius Court of Commercial Arbitration based on its Rules of Arbitration by one arbitrator appointed in accordance with the Rules of Arbitration. The language of arbitration shall be Lithuanian. The place of arbitration shall be Vilnius.

10.4. This Agreement shall be concluded by the Parties signing one copy of the Agreement with qualified electronic signatures or two copies, one for each Party.