

# General Terms and Conditions of Business

- These General Terms and Conditions ('GTC') of Legal Services, together with any applicable engagement letter, constitute our contract on legal services. In the event of any inconsistency between these GTC and the engagement letter, the latter shall prevail.
- We carry out our services in a prompt, effective and professional manner, subject to your full cooperation, in compliance with the applicable laws and standards of professional ethics.
- 3. From time to time, the content of the GTC may be amended. If this occurs, we will notify you of the latest version on our website but the amended GTC will not affect current engagements, unless we are required by the law to do so.

# **Scope of Legal Services**

- 4. We will provide you with responsive, accurate and cost-effective legal services in relation to the matters specified in the letter of our engagement and based on your clear instructions and all relevant documents provided in a timely and orderly manner.
- 5. We are not financial, tax or business advisors and assume that you rely on your own judgment and other external

advisors as you may consider appropriate for financial, technical, and business matters.

- We are not providing legal services on any matter other than the matters specifically mentioned in our engagement letter.
- Upon completion of our legal services, we will not advise you on subsequent legal developments relating to the matter.

#### Confidentiality

- All information obtained from you will be kept confidential when it's not in the public domain unless we are required to disclose it by the applicable laws and professional regulations applicable to us.
- We may disclose your confidential information if and to the extent that such disclosure is required or permitted by law or you have authorized this disclosure.
- 10. You agree that we may disclose our role as your legal advisor in any matter on which we are instructed to render the legal services as per our engagement unless you explicitly instruct us otherwise.



## **Data protection**

11. We act as a data controller in the provision of our legal services. We will process personal data provided to us by you or your employees in accordance with data protection standards required by applicable law and will implement appropriate technical and organizational security measures to protect against unlawful processing of that personal data and against accidental destruction or loss access or destruction to unauthorized persons, or any other unlawful form of processing. Please refer to our Privacy Notice on our website for further information.

## **Conflicts of interest**

12. Before accepting your instructions, we shall ascertain that there is no conflict of interest which would render it inappropriate for us to provide legal services to you.

# Your Legal Team

13. One of our lawyers (the 'Client Manager') will be responsible for the coordination and supervision of all legal services and work completed on your behalf. 14. All members of the team will be notified to you by the Client Manager, in accordance with the required experience and complexity of the legal matter subject to the engagement letter.

#### **Retainers and fees**

- 15. In certain cases, we may request a retainer before we commence the provision of legal services. The retainer will be used to settle future invoices.
- 16. In determining our fees, we may consider many factors, including: the complexity of the matter, the time spent by each of the members of the legal team involved on the matter, the amount of money or the value of the transaction involved, time constraints and any special demands as per your instructions, , and may adjust all fees accordingly any time the scope of the project is revised. We shall notify you of the current relevant hourly rates for the each of the members of the legal matters involved in the specific matter.
- 17. Our fees reflect the expertise and experience of each member of the team, the time spent and billed at the hourly rates of the legal professionals carrying out any assigned work.

 Where possible, we shall notify you of an estimate of time, fees or the likely overall costs in relation to the provided legal services.

#### Invoicing and payment terms

- 19. We shall bill you monthly, unless otherwise agreed. Each monthly invoice will state the covered period, fees and disbursements for all legal consulting services provided during the previous month. For any special project, billing may occur more or less frequently. We reserve the right to require payments on account of costs and disbursements at any time.
- 20. Unless otherwise agreed, invoices are due for payment within 15 days from the date of invoice and in the currency in which they are submitted. If you have any queries on the invoices, please address the matter to the Client Manager within 7 days from the receipt of the invoice. We may charge interest on any overdue amount in accordance with the applicable legal rates, from the due date until receipt of payment.
- 21. If any amount owed to us remains outstanding for more than 30 days from the invoice date, we reserve the right to cease legal services with

immediate effect, until all amounts owed to us have been paid.

## Indemnity

- 22. The Client agrees to hold Lex Inno harmless from all claims, costs, liabilities related to loss or corruption of data from the systems, loss of profit, or indirect or consequential loss.
- 23. Lex Inno's total liability for all claims related to the legal services carried out under an engagement between the parties is limited to the total amount of fees payable for the services by the Client.

#### **Force Majeure**

24. We shall not be liable to you if we are unable to perform our services because of any cause beyond our reasonable control. In the event of any such occurrence affecting the performance of our services we shall notify you as soon as reasonably practicable.

#### Intellectual property

25. Copyright and all other intellectual property rights in all our work results that we generate for clients vest in us. You have the right to use the results



for the purposes for which they are provided.

## Termination

- Either you or we may terminate our engagement at any time by giving a 30 days prior written notice to that effect. On such termination, all unpaid legal fees and disbursements will become due and payable.
- On receipt of full payment of our final invoice for services rendered, all documentation that you have provided to us and the work product completed for you will be available to you. Otherwise such documentation will be processed in accordance with the applicable legal and regulatory requirements.

# Governing Law

- 3. These GTC are governed by the laws of Albania.
- Any dispute, controversy or claim arising out of or relating to these GTC that cannot be settled in an amiable manner shall be addressed to Tirana District Court.

# Notices

- Any notice from you shall be served at <u>info@lexinno.com</u> or by registered mail to the address we will provide.
- We will send notices to you via the email address that you provide, or by registered mail to the address you provide.