

GENERAL TERMS AND CONDITIONS SIA Legal Point

These General Terms and Conditions enter into force on

1 October 2025.

The logo for SIA Legal Point, featuring the words "LEGAL" and "POINT" in a bold, white, sans-serif font, separated by a blue diagonal slash, all set against a dark grey rectangular background.

1. Applicability

- 1.1. These general terms (the “**General Terms and Conditions**”) apply to all legal and related services provided by SIA Legal Point (the “**Law Firm**” or “**we/us**”). The General Terms constitute an integral part of any legal services agreement concluded between the Law Firm and a client. By engaging us or using our services, the client is deemed to have accepted these General Terms.
- 1.2. The General Terms prevail over any standard terms or other conditions of the client unless we and the client have expressly and in writing agreed otherwise. The General Terms apply to every client and to all services we provide.
- 1.3. The Law Firm and the client generally enter into a legal services agreement by signing the Special Terms (the “**Special Terms**”). The Special Terms prevail over the provisions of the General Terms. In certain cases, the agreement may also be concluded in another manner, including but not limited to exchange of e-mails, signing an offer, invoice or other written confirmations.
- 1.4. For the performance of certain assignments, the client may be required to grant the Law Firm additional authorisations or conclude a separate power of attorney or representation agreement that complies with the formal and substantive requirements determined by the Law Firm.
- 1.5. For the purpose of these General Terms, “Law Firm” means SIA Legal Point, registered in the Republic of Latvia, providing legal and related services in accordance with Latvian law. The Law Firm is not a sworn advocate (attorney-at-law) office and does not perform activities reserved exclusively to sworn advocates under Latvian legislation, nor does it represent clients in areas of law that Latvian law has designated as the exclusive competence of sworn advocates.
- 1.6. We operate in accordance with the laws of the Republic of Latvia, commercial practice and professional standards applicable to legal service providers. The Law Firm is not subject to the regulations or ethical rules of the Latvian Council of Sworn Advocates; however, when providing services, we adhere to principles of good professional practice, due care and confidentiality as required by law.

2. Our Services

- 2.1. We provide legal and related services only.
 - 2.1.1. *We do not provide financial, accounting, technical, engineering, environmental or other non-legal advice, unless there is an express written agreement for such*

services. Tax advice is provided only to the extent specified in the Special Terms or otherwise confirmed in writing between the parties.

- 2.2. Our advice is based on the facts, documents and instructions provided by the client. The client must provide in a timely manner all essential information and documents necessary for the assignment and promptly inform us of any material changes in facts or circumstances. We perform the assignment on the assumption that the information and documents provided by the client are true, complete and accurate, unless the client indicates otherwise.
- 2.3. Our legal advice and work results are prepared solely for the specific client and exclusively for the purpose for which we were engaged. Unless otherwise expressly agreed in writing, the client may not use our deliverables for other purposes or disclose them to third parties. Third parties may not rely on our advice or documents unless explicitly agreed in writing.
- 2.4. The Law Firm provides advice only in relation to the laws of the Republic of Latvia. If the client requests an opinion on other jurisdictions, such opinion is general and informational only and does not constitute legal advice or a professional opinion. We assume no responsibility for the content of such opinion or its applicability.
- 2.5. With the client's consent, we may engage external consultants or other service providers (such as auditors, tax advisers, translators, etc.) where required to protect the client's interests. However, we do not assume responsibility for their work, recommendations or service quality. The client is responsible for the instructions given to such consultants and must pay for their services and expenses unless agreed otherwise in writing. The client agrees that our authority to engage external consultants includes the right to accept limitations of liability imposed by such consultants on behalf of the client.
- 2.6. We are not obligated to update or amend any advice, documents, opinions or other materials prepared during the provision of services in order to reflect changes in legislation, its interpretation or the underlying facts after the service has been delivered, unless a separate agreement is concluded.
- 2.7. We have no obligation to provide any legal services until it is clearly established that an agreement to provide legal services has been reached between the parties.
- 2.8. We act as legal advisers, and all decisions are ultimately the responsibility of the client. We are not liable for consequences resulting from decisions taken by the client, including cases where recommendations provided by us are not fully followed.
- 2.9. Unless otherwise agreed in writing, intellectual property rights to any materials or documents created in the course of providing services belong to the Law Firm. The client has the right to use such materials only for the specific purposes for which they were prepared. The client may not transfer such materials to third parties or use them for other projects without our prior written consent.
- 2.10. If the client does not raise substantiated objections regarding the quality, compliance or other aspects of the service within 5 (five) business days after delivery of the service or work result, the service shall be deemed accepted.

3. Conflict of Interest

- 3.1. Before accepting any new assignment, the Law Firm assesses potential conflicts of interest to ensure that the provision of services does not harm the interests of any other client and complies with the principles of good professional practice. Although we conduct a thorough check, a conflict of interest may still become evident during the course of the assignment. In such cases, we will act fairly and professionally in accordance with applicable laws and ethical standards, including the right to decline or discontinue the provision of services.
- 3.2. If a conflict of interest is identified, the Law Firm will promptly inform the client about the relevant circumstances, to the extent permitted by confidentiality obligations and the rights of other clients.
- 3.3. Unless otherwise agreed in writing, the Law Firm reserves the right to provide services to other clients whose activities, commercial interests or objectives may be similar to or competing with those of the specific client, provided that this does not create a specific conflict of interest in the assignment concerned.
- 3.4. Latvian law does not restrict a legal consultant's right to advise competing businesses (unlike the regulation applicable to sworn advocates). Nevertheless, the Law Firm ensures that:
 - 3.4.1. strict confidentiality of client information is maintained;
 - 3.4.2. information obtained from one client is not used to benefit another client;
 - 3.4.3. separate teams are assigned, if necessary, to avoid any conflict of interest.
- 3.5. If a conflict of interest cannot be resolved and it is not possible to provide objective and independent services, the Law Firm may decline the assignment or agree with the client on a solution that does not create risks for either party.
- 3.6. If the client knowingly or unknowingly provides false or incomplete information that prevents us from identifying potential conflicts of interest, the Law Firm shall not be liable for any consequences arising from such undisclosed circumstances.

4. Our Team

- 4.1. For each client assignment, the Law Firm appoints a specific responsible lawyer or an engaged sworn advocate who is responsible for coordinating the assignment, carrying out the work and communicating with the client. The responsible lawyer or sworn advocate may involve other specialists of the Law Firm to ensure high-quality, efficient and timely service delivery.
- 4.2. We may engage sworn advocates and other qualified professionals to provide services to the client. Each partner or specialist performs their tasks in accordance with their competencies and the internal quality and professional standards of the Law Firm.
- 4.3. Depending on the complexity and nature of the assignment, the responsible lawyer or sworn advocate may form a working group consisting of other specialists of the Law Firm to ensure efficient and high-quality service delivery. The composition of the working group may be changed during the assignment if necessary to ensure the highest quality of work.
- 4.4. The Law Firm may involve external specialists or consultants (such as auditors, tax specialists, translators, technical experts, etc.) if required for the execution of the client's assignment and where prior agreement with the client has been reached.
- 4.5. All members of our team and all engaged partners are bound by confidentiality obligations, as well as obligations of professional diligence, competence and compliance with the Law Firm's internal operational standards throughout the service provision.

5. Communication and Client Instructions

- 5.1. Unless otherwise agreed in writing with the client, the Law Firm generally communicates with the client by e-mail, telephone, online meetings or other electronic communication methods appropriate for the assignment.
- 5.2. The client is informed that electronic communication may involve risks, such as delays, non-delivery, data loss, alterations, or unauthorised access by third parties. The Law Firm is not liable for such risks if it has taken reasonable and industry-standard security measures to ensure the safety of electronic communication.
- 5.3. In important, urgent or sensitive matters, the client must ensure receipt of the communication, for example by confirming it by phone or sending a follow-up message if no response is received within a reasonable time.
- 5.4. If the client does not provide specific instructions on communication procedures, any member of the client's management, employee or consultant who usually communicates with the Law Firm shall be deemed authorised to provide instructions on the client's behalf.
- 5.5. The client's instructions must be clear, complete and timely. If instructions are incomplete, contradictory or delayed, the Law Firm shall not be liable for any consequences arising from such circumstances.
- 5.6. The Law Firm may request that the client provides instructions in writing (including via e-mail) if necessary for the proper execution of the assignment or to avoid potential misunderstandings.
- 5.7. All obligations between the Law Firm and the client apply solely to the person identified as the client in the Special Terms or the agreement, and not to any third parties whom the client may inform about the advice received from the Law Firm.

6. Confidentiality

- 6.1. The Law Firm ensures that all information, documents and data provided by the client or obtained during the provision of services are treated as confidential. We do not disclose confidential information to third parties, except in the following cases:
 - 6.1.1. the client has given explicit consent;
 - 6.1.2. the information is already publicly available;
 - 6.1.3. the disclosure of information is necessary for the provision of services (e.g., to courts, state authorities, banks, notaries, translators, technical experts, etc.);
 - 6.1.4. information is disclosed to other client-appointed consultants working on the same assignment;
 - 6.1.5. disclosure is required by law or by a competent state authority.
- 6.2. The Law Firm ensures that the obligation of confidentiality applies to all its employees, lawyers, sworn advocates, cooperation partners and external specialists involved in the execution of the client's assignment. All such persons are bound by confidentiality obligations.
- 6.3. The client may not disclose to third parties any documents, legal opinions, memoranda, correspondence or any information regarding the content of the services prepared by the Law Firm without the prior written consent of the Law Firm, except where disclosure is required by law.
- 6.4. The confidentiality obligation remains in force even after the termination of the legal relationship between the Law Firm and the client and is not limited in time, unless otherwise provided by law.
- 6.5. If the disclosure of information to third parties is necessary in the interest of the client (e.g., for the performance of a transaction, preparation of documents or communication with authorities), we may disclose the necessary information only to the extent objectively required for the performance of the assignment.
- 6.6. The Law Firm complies with all applicable data protection and trade secret protection regulations, ensuring that confidential information is processed in a secure manner.

7. Fees and Payments

- 7.1. The remuneration for the Law Firm's services is determined in accordance with the Special Terms, which form an integral part of the specific legal services agreement. If the Special Terms provide for a fixed fee, the service is provided for such fee. If the Special Terms specify another fee calculation mechanism, the remuneration is determined in accordance with that mechanism. The Law Firm is entitled to request the client to make an advance payment for the Law Firm's services.
- 7.2. The service fee does not include value added tax (VAT). VAT is applied in addition to the service fee. The client is obliged to provide the Law Firm with accurate information regarding its VAT status.
- 7.3. Additional costs related to the execution of the assignment (e.g., state fees, notary fees, registry services, translation costs, delivery and courier services, experts, technical expenses, etc.) shall be covered separately. The Law Firm may request the client to pay third-party expenses in advance.
- 7.4. The client undertakes to pay invoices within 5 (five) calendar days from the date of issue, unless the Special Terms provide for a different term. Invoices are issued electronically and sent to the e-mail address provided by the client.
- 7.5. If the client delays payment, the Law Firm has the right to apply late payment interest of 0.5% (zero point five percent) for each delayed day until full payment is made. The Law Firm is entitled to suspend the provision of services until the payment is received.
- 7.6. All payments to the Law Firm shall be made only from a bank account registered in the name of the client, unless otherwise agreed in writing. By making a payment, the client confirms that the origin of the funds is lawful.
- 7.7. If, during the execution of the assignment, it becomes necessary to revise the agreed remuneration (for example, due to significant changes in the scope or complexity of the project), the Law Firm shall notify the client and continue the work only after the parties have agreed in writing on the revised amount or calculation method of the remuneration.

8. Data Protection

- 8.1. The Law Firm processes personal data of the client, its employees, representatives and other related persons in compliance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), the Personal Data Processing Law and other applicable legislation. Personal data is processed for the following purposes:
 - 8.1.1. to perform the legal services agreement;
 - 8.1.2. to identify the client and its authorised persons;
 - 8.1.3. to comply with legal requirements, including accounting, tax and supervisory obligations;
 - 8.1.4. to maintain client records, administer services and manage settlements;
 - 8.1.5. to maintain internal quality and risk management systems;
 - 8.1.6. to ensure communication with the client;
 - 8.1.7. to conduct client relationship management, including personalised legal updates if the client has consented.
 - 8.1.8. The client shall inform the Law Firm if specific technical or organisational security measures are necessary for the processing of its personal data. If such information is not provided, it is deemed that the Law Firm's security measures fully comply with applicable legal requirements.
 - 8.1.9. The client and other data subjects may request information about the processing of their personal data, including access to data, rectification or deletion, restriction of processing, objection, as well as data portability, to the extent permitted by law and

provided that no restrictions apply in connection with the provision of legal services, trade secrets or confidentiality obligations.

- 8.1.10. Where necessary for the provision of legal services and agreed with the client, the Law Firm may transfer personal data to third parties, including:
 - 8.1.10.1. state and municipal authorities;
 - 8.1.10.2. courts, notaries, sworn bailiffs;
 - 8.1.10.3. auditors, tax advisers, translators and other specialists;
 - 8.1.10.4. external cooperation partners and service providers;
 - 8.1.10.5. IT system maintainers and security service providers.
- 8.2. If the client transfers personal data of other persons (e.g., employees, customers, business partners) to the Law Firm, the client confirms that:
 - 8.2.1. such information is provided lawfully;
 - 8.2.2. the client has fulfilled its duty to inform the data subjects about the transfer of their data;
 - 8.2.3. there is a lawful basis for such data transfer and processing.
- 8.3. Detailed information on personal data processing, data retention terms and data subject rights is provided in the Law Firm's Privacy Policy, available on our website or upon request. By agreeing to these General Terms, the client confirms that they have read and understood the Privacy Policy.

9. Client Identification

- 9.1. In accordance with the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, the Law Firm is obliged to identify the client, its representatives, beneficial owners and, where necessary, establish the origin of funds or the nature of the transaction. For this purpose, the client shall provide all requested information and documents, including identity documents or registration information.
- 9.2. The Law Firm is required to obtain information on the purpose and nature of the service, as well as to perform ongoing client due diligence where necessary for compliance with legal requirements. The client undertakes to promptly inform the Law Firm of any changes in the submitted data or documents.
- 9.3. If the client refuses to provide the requested information or documents necessary for identification or due diligence, the Law Firm has the right to refuse to provide services or to terminate ongoing cooperation.
- 9.4. In accordance with applicable law, the Law Firm is obliged to report suspicious transactions or activities to the competent authorities. In such cases, the Law Firm is prohibited from informing the client about the submission of such a report or the facts underlying it.
- 9.5. The client agrees that information obtained in the course of the identification process may be processed, stored and used for the performance of the Law Firm's legal obligations and may be transferred to state authorities in accordance with the procedures laid down by law.
- 9.6. If a representative acts on behalf of the client, the Law Firm is entitled to request proof of the representative's authority, including a power of attorney, articles of association, resolutions or other legal documents.
- 9.7. Where necessary for the performance of the client's assignment or for ensuring compliance with legal requirements, the Law Firm may exchange client identification data with other professionals involved in the provision of services (financial institutions, notaries, translators, etc.), subject to confidentiality and data protection requirements.

10. Publicity

- 10.1. In order to demonstrate professional experience and qualifications, the Law Firm has the right to indicate information about completed projects, cases and assignments where such information is already publicly available or where the client has given explicit prior consent. We may use such information in the preparation of proposals and presentations, for participation in tenders for legal services, as well as in professional directories and rankings.
- 10.2. Unless the client objects in writing, the Law Firm has the right to use the client's name, trademark or visual identity as a reference to the cooperation in our marketing materials, presentations, on our website and in other professional communication channels.
- 10.3. If a particular project, transaction or proceeding has become public, the Law Firm is entitled to publicly indicate its involvement and role in the relevant assignment. If there are reasonable grounds to assume that the client may not wish such information to be disclosed, the Law Firm will first contact the client to obtain approval.
- 10.4. The Law Firm shall not disclose any non-public information about the client or the client's assignments that could create a risk of inappropriate disclosure of the client's trade secrets, reputation or other protected interests.

11. Document Management and Storage

- 11.1. Upon completion of an assignment or agreement, the Law Firm is entitled to retain all documents, working materials and correspondence related to the assignment in electronic or paper form. The retention period shall not be shorter than the period required under the laws and regulations in force in the Republic of Latvia, including the Commercial Law, the Accounting Law and other applicable legislation.
- 11.2. The Law Firm is not obliged to store original documents submitted by the client for the performance of the assignment. We are entitled at any time to return the original documents to the client, and the client is obliged to accept such documents without delay.
- 11.3. The Law Firm is not liable for the client's documents after their return to the client or after the expiry of the retention period, nor for any damage to or loss of documents caused by third parties, technical failures, natural disasters or other force majeure circumstances.
- 11.4. Electronic document storage may include the use of cloud services, external servers or the IT infrastructure of cooperation partners. We ensure that such service providers comply with data and document protection standards at least equivalent to those applied by the Law Firm.
- 11.5. After completion of an assignment, the client may request copies of the case file in a reasonable scope. Where the selection, scanning or preparation of documents requires additional work, the Law Firm is entitled to charge a fee in accordance with the Special Terms.
- 11.6. The Law Firm is entitled to retain documents and materials even after the assignment has been completed where necessary to protect the Law Firm's rights and interests or to comply with legal requirements (for example, preserving evidence in the event of a dispute).

12. Claims and Liability

- 12.1. If the client is dissatisfied with the quality of the Law Firm's services or believes that a loss has been incurred, the client must immediately, as soon as it becomes aware thereof, notify the Law Firm and submit a written claim (the "Claim"). The Claim must be accompanied by all relevant facts and evidence supporting it.
- 12.2. A Claim must be submitted no later than within 12 (twelve) months from the date when:

- 12.2.1. the assignment was completed; or
- 12.2.2. the last invoice for the specific service was issued; or
- 12.2.3. the client became aware or should have become aware of the circumstances giving rise to a possible Claim, whichever occurs first.
After this period, the Claim shall not be considered and shall be deemed time-barred.
- 12.3. If the Claim is related to a claim brought against the client by a third party or authority, the Law Firm has the right, on behalf of the client, to provide explanations, conduct correspondence and deal with the matter, including entering into settlements, where necessary to protect the client's interests. The Law Firm is not liable for consequences where the client independently handles the dispute, enters into settlements or takes other actions without prior coordination with the Law Firm.
- 12.4. The Law Firm's total liability for any Claim or several related Claims shall in no event exceed the maximum liability amount specified in the Special Terms.
- 12.5. If no liability limit is agreed in the Special Terms, the Law Firm's maximum liability shall not exceed the remuneration actually paid by the client for the performance of the specific assignment in connection with which the alleged loss has arisen.
- 12.6. The Law Firm shall not be liable for indirect or consequential loss, including loss of profit, loss of reputation, loss of business opportunities, data loss, or any loss arising from decisions taken by the client where the client has not followed the Law Firm's recommendations or has only partially followed them.
- 12.7. The Law Firm is not liable for the actions or omissions of external consultants, experts or service providers, irrespective of whether they were recommended or engaged by the Law Firm.

13. Suspension of Services and Termination of the Agreement

- 13.1. The client has the right to unilaterally terminate the legal services agreement at any time by giving written notice to the Law Firm no later than 30 (thirty) calendar days before the intended termination date.
- 13.2. The Law Firm has the right to unilaterally terminate the legal services agreement by giving the client written notice 15 (fifteen) calendar days in advance, where there is an objective and justified reason for such termination, including but not limited to:
 - 13.2.1. the client fails to comply with the terms of the agreement;
 - 13.2.2. the client has not requested services for an extended period (more than 6 (six) months);
 - 13.2.3. cooperation is no longer possible or is incompatible with the effective provision of services.
- 13.3. Unless otherwise provided in the Special Terms, the legal services agreement shall automatically terminate without separate notice upon the expiry of 12 (twelve) months from the date of the last recorded work entry or service rendered.

14. Dispute Resolution and Applicable Law

- 14.1. All legal services provided by the Law Firm shall be governed by and interpreted in accordance with the laws of the Republic of Latvia, unless the parties have expressly agreed otherwise in writing.
- 14.2. Any dispute, disagreement or claim arising out of or in connection with the legal services agreement, its termination, application or interpretation shall first be resolved through negotiations, with the parties acting in good faith to reach an amicable solution.

- 14.3. If a dispute cannot be resolved through negotiations within 30 (thirty) days from the date on which the dispute was notified in writing to the other party, the dispute shall be submitted for resolution to a court of the Republic of Latvia having jurisdiction at the registered address of the Law Firm, unless the parties have agreed in writing on a different jurisdiction.
- 14.4. These General Terms do not limit the Law Firm's right to bring a claim against the client in any other court having jurisdiction under applicable procedural law (for example, in cases related to debt recovery).
- 14.5. If any provision of these General Terms is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a provision which, in terms of substance and legal effect, most closely reflects the original intention.

15. Amendments

- 15.1. We have the right to unilaterally amend these General Terms. The latest version of the General Terms is published on our website at www.legalpoint.eu. Amendments to the General Terms shall become effective in relation to our relationship with the client as of the date on which the client gives the first instruction after having been notified of the respective amendments.