

TERMS AND CONDITIONS FOR THE PROVISION OF CONTACT PERSON AND ADDRESS SERVICE

These terms and conditions for the provision of contact person and address services („**Terms and Conditions**“) apply to the provision of the afore said services by Nomad Consulting OÜ, registration number 16154509, e-mail: info@expatlegalestonia.com („**the Firm**“) to the Client.

1. SERVICES AND CLIENT AGREEMENT

1.1. The provision of contact person and address services comprises of the services enacted and specified by the Estonian laws (hereinafter as “**services**”).

1.2. The Firm hereby confirms that it has the capabilities and resources as well as the relevant license to provide the services with the necessary quality and to the best interest of the Client.

1.3. The provision of services can require cooperation between the Firm and the Client, in which case the Client shall deliver to the Firm the relevant information and materials necessary for the provision of services, and if necessary the originals or certified copies of documents, and shall inform the Firm about any changes regarding the respective information and materials. The Firm is at any time entitled to request the Client to specify the instructions and to submit instructions in writing or in a format that can be reproduced in writing. Should the Client not provide the Firm with information or materials that are necessary for the performance of services, the Firm will be entitled to suspend the provision of services or terminate the agreement.

1.4. The Firm will update the Client on the important legal developments in business law via the blog on their website or newsletters.

1.5. The Firm also forwards the Clients business related and relevant news digitally. The Clients can opt out of newsletters at any time.

1.6. The Client enters into an agreement by accepting the current Terms & Conditions. The Client accepts the Terms & Conditions by subscribing to the service by the Firm.

1.7. Other services can be offered to the Client according to the fees and terms presented on the Firm’s website www.expatlegalestonia.com .

1.8 If the Client wishes to use mail forwarding then they are obligated to inform the Firm about any expected delivery of mail to the Client. The Firm usually mails out to clients once a month.

2. FEES AND INVOICES

2.1. The Fee to be paid for the provision of services is calculated as follows:

2.1.1. The annual fee for the contact person & address service is 100 euros (190 euros per 2 years, 270 euros per 3 years if ordered immediately) starting from the month of relevant registration in the Estonian Commercial Registry. The service will always run until the final day of the subscription month.

2.2. After the payment of the Fee, it is not refundable (even in case of termination) unless the Firm is not able to provide legal services for reasons not attributable to the Client.

2.3. The Firm has the right to change the Fee before the expiry of the deadlines stated above by notifying at least 1 month in advance but not during the service period (1 year). The Client can reject the Fee change and terminate the agreement.

2.4. The Firm has the right to add VAT to the fee if required so by law.

2.5 The invoices are sent in the beginning of the month and the payment deadline is 7 days. There will be 1 reminder but after that non-payment will result in the termination of the services and deletion of our data.

3. CONFIDENTIALITY

3.1. The Firm and the lawyers of the Firm shall maintain confidentiality of the fact that the Client has requested the Firm to provide services as well as of the information that has become known to the Firm in the provision of services and the amount of the fee paid for the legal services.

3.2. Disclosure of the information set out in section 3.1 above to third persons will be permitted:

3.2.1. With the prior consent of the Client;

3.2.2. In the cases directly provided by law;

3.2.3. In case the disclosure of the respective information to third persons (including other law firms and their attorneys, notaries, auditors, translators, banks and state authorities) is necessary for providing services to the Client or is related thereto, and the Client instructs the Firm to engage said third persons or agrees with the engagement of the respective third persons by the Firm;

3.2.4. In relation to the collection of the fee for services and costs by the Firm.

4. PERSONAL DATA

4.1. The Firm shall process personal data in accordance with the legislation applicable with regard to the protection of personal data, and only for the performance of an assignment of the Client and for customer relationship management. The persons whose data are processed by the Firm are entitled, pursuant to the respective legislation, to receive information regarding the personal data processed by the Firm and demand the Firm to eliminate omissions in the data or to delete their personal data.

4.2. While submitting any data to the Firm, the Client agrees with the processing of such data by the Firm in accordance with legislation, including provisions of the Personal Data Protection Act and General Data Protection Regulation.

4.3. The Firm stores client data for 3 years after which it is deleted.

4.4 The Firm takes every reasonable measure to keep the Client data safe.

5. ELECTRONIC COMMUNICATION

5.1. The Client agrees with the exchange of data by electronic means (including the Internet). The Client confirms to be aware of the risks involved in the use of electronic communication: messages may get lost, confidential and personal data may be intentionally or unintentionally changed, stolen or revealed to third persons. The Firm takes reasonably necessary measures to prevent such risks but shall not be liable for such risks.

6. LIABILITY

6.1. The agreement is always deemed entered into with the Firm as a legal person, not with a lawyer or any other natural person.

6.2. The Firm and lawyers of the Firm are not required to verify the correctness and completeness of the information and materials entrusted to them by the Client. The Firm and lawyers of the Firm shall not be liable for the accuracy of the data submitted to them by the Client or for any negative consequences deriving from the inaccuracy of the information received by them from the Client or from lack of necessary instructions.

6.3. The Firm and lawyers of the Firm shall be liable only for direct patrimonial damage wrongfully caused to the Client unless imperatively provided otherwise by law. The Firm and lawyers of the Firm shall not be liable for any loss of profit, indirect damage or non-patrimonial damage. The total extent of the liability of the Firm and lawyers of the Firm shall be limited to the amount paid or payable to the Firm by the Client for the respective legal services. Notwithstanding the foregoing, the total liability of the Firm and lawyers of the Firm shall in any case be limited to 5000 euros.

6.4. The Client is obligated to provide all data required by law in relation to KYC/AML regulations. This includes but is not limited to: ID document copy of managers and owners as well as same data about the beneficial owners and changes in the data, information regarding possible employment by government bodies or military of the managers/owners/beneficial owners of the Client or their family members. The Client also has to notify of any criminal convictions or ongoing criminal proceedings of managers/owners/beneficial owners as well as bankruptcy of their company.

6.5. The services provided by the Firm are directed only at the Client or a person indicated by the Client and the Firm shall assume no liability to any third parties.

6.6. The Firm has the right to terminate the agreement by written notice in case of serious breach of Client's obligations or after the deadline of the agreement by giving at least 30 days notice.

6.7. The Firm has the obligation to report any suspicious activity/transactions to the authorities.

7. MISCELLANEOUS

7.1. In their mutual relationship, the Client and the Firm shall be guided, beside the agreement, also by the legislation of the Republic of Estonia, including Law of Obligations Act, other agreements between the Firm and the Client, good business practice and the principle of good faith and reasonability.

7.2. The parties shall attempt to resolve any disputes deriving from the provision of services and the Client Agreement by negotiations. If a dispute cannot be resolved by negotiations between the parties, the dispute shall be resolved in Harju County Court.

7.3. The Client has the right to terminate the agreement at any time by a written notice. The renewal of the agreement shall take place automatically if neither party terminates the agreement with a written notice at least 30 days before the renewal deadline.

Signed on the 29th of November 2023