

# GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF LEGAL SERVICES

These general terms and conditions for the provision of legal services („**General Terms and Conditions**“) apply to the provision of legal services by Expat Legal OÜ („**the Firm**“) to a client („**the Client**“) that can be any natural or legal person to whom the Firm provides legal services on a legal basis.

## 1. LEGAL SERVICES AND CLIENT AGREEMENT

1.1. The provision of legal services to the Client may comprise, according to the instructions given by the Client, any legal activities, including legal counselling, preparation of documents and/or submission of documents in the name of the Client, representation of the Client in negotiations with third persons, upon entry into transactions, in disputes in court, in pre-trial procedures, with administrative authorities, in arbitration court and elsewhere, and participation in any other legal acts in the interests and/or in the name of the Client. The Firm provides advice to Clients only in the area of law, not for example any financial, accounting, environmental or technical advice.

1.2. The lawyers of the Firm are competent to provide legal services only on the basis of Estonian law and law of the European Union.

1.3. The provision of legal services as required implies cooperation between the Firm and the Client, including that the Client shall deliver to the Firm, together with the instructions for the provision of legal services, also the relevant information and materials necessary for the provision of legal 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 an assignment, the Firm will be entitled to suspend the provision of legal services.

1.4. The Firm shall provide legal services to the Client at the generally recognised level of professional skills with the greatest possible benefit for the Client and with the diligence expected from a lawyer, but do not guarantee that a specific result will be achieved. The Firm has no obligation to amend or supplement any information or opinions or documents prepared by the Firm that have been given to the Client after performance of an assignment due to amendments to legislation, repeal of legislation, changes in judicial practice or changes in any other circumstances or because any circumstances become known after the performance of an assignment, unless otherwise agreed in writing or in a format that can be reproduced in writing.

1.5. The Firm is entitled to decide whether it will or will not accept an assignment from a person who has requested the Firm to provide legal services.

1.6. The Client enters into a Client Agreement by agreeing to the General Terms and Conditions upon sending the request for legal services on the Firm's website or by e-mail and by agreeing to the General Terms and Conditions. The Client Agreement and its amendments will only enter into force after the receipt of the agreed Fee by the Firm. In specific cases, a separate written Agreement will be signed with the Client.

1.7. Should the Client give new instructions to the Firm and should the Firm accept the assignment for performance without entering into a new client agreement, it is presumed that the provision of legal services shall be governed by the terms and conditions of the previously concluded Client Agreement.

## **2. FEES AND INVOICES**

2.1. The fee to be paid for the provision of legal services is determined by the Firm according to the principles indicated on the Firm's website or by a separate agreement (i.e hourly fee, fee based on result).

2.2. After the payment of the Fee, it is not refundable unless the Firm is not able to provide legal services for reasons not attributable to the Client. At the request of the Client and in cases of an hourly Fee, the Firm shall provide a breakdown of the activities corresponding to the invoice.

2.3. The deadline of the invoices is 7 days. The delay interest is 0,05% per day.

## **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 legal services as well as of the information that has become known to the Firm in the provision of legal 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, including in case the chairman of an administrative court or a judge appointed by the chairman has released the Firm or an employee of the Firm from the obligation to maintain professional secret;

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 legal 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 legal services and costs by the Firm.

## **4. PERSONAL DATA**

4.1. The Firm shall process personal data in accordance with the General Data Protection Regulation (GDPR) with regard to the protection of personal data and solely for the performance of an assignment of the Client and for customer relationship management.

4.2. While submitting any data to the Firm, the Client agrees with the processing of such data by the Firm only for the purposes set out in p 4.1. The Client can withdraw the consent at any

time by a written request. The personal data will be stored for 38 months unless requested to be erased by the Client before.

4.3 The Client who is a natural person shall have all the rights stated in GDPR and the Firm shall have the obligation to comply with all the requirements. The rights include but are not limited to: Right of access, right of rectification, right to be forgotten, right to restriction of processing, right to data portability and right to object.

4.4 The Law Firm implements appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with GDPR and to guarantee the safety of the personal data.

4.5 Any breach of personal data known to the Law Firm shall be communicated to the supervisory authority and the Client following the rules set out in GDPR.

## **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.

## **6. LIABILITY**

6.1. The Client 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 legal 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.

6.5. Should the Client have any complaints or claims regarding the activities of a lawyer, the Client will be entitled to submit a complaint to the Firm (e-mail address indicated on the website). The complaint shall clearly set out the description of the Client's rights that have been violated and the circumstances of the violation. Any existing evidence regarding a violation of the Client's rights shall be appended to the complaint. The Firm shall investigate

every filed complaint and shall use its best endeavours to resolve the controversy in co-operation with the Client quickly and effectively.

## **7. AMENDMENT OF GENERAL TERMS AND CONDITIONS**

7.1. The Firm will be entitled to amend the General Terms and Conditions unilaterally at any time.

## **8. MISCELLANEOUS**

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

8.2. The parties shall attempt to resolve any disputes deriving from the provision of legal 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.