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## Terms of Use

### 1. Definitions and interpretation

#### 1.1. Definitions

1.1.1. In these terms of Use the following defined terms shall have the meaning ascribed:

- (a) **Agreement** – these Terms of Use together with the Services Agreement and Privacy Policy entered into by the Client and the Service Provider upon signing the Services Agreement;
- (b) **Client** – a natural or legal person using the Services;
- (c) **Service Provider** – any company from FO Consulting group, indicated in the Services Agreement;
- (d) **You** – the Client;
- (e) **Party** – the Service Provider and/or the Client;
- (f) **Privacy Policy** – the main legal documents indicated the rules relating to the data protection and how the data is being collected, handled and processed;
- (g) **Services** – the services provided by the Service Provider to the Client, indicated in the Services Agreement;
- (h) **Services Agreement** – agreement regarding the provision of Services entered into by the Client and the Service Provider, defining the main commercial conditions between the parties of the agreement signed;
- (i) **We** – the Service Provider.

#### 1.2. Interpretation

1.2.1. References to Sections and Articles, unless separately defined otherwise, shall be construed as references to Sections and Articles of these Terms of Use.

1.2.2. References to legal acts (if any) shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legal act.

1.2.3. In these Terms of Use:

- (a) words importing the masculine gender include the feminine and the neuter gender and vice versa;
- (b) words in the singular include the plural and vice versa;

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- (c) references to persons include legal persons, unincorporated associations and partnerships, in each case whether or not having a separate legal personality;
- (d) words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

## **2. Scope of the Terms of Use**

- 2.1. These Terms of Use together with the Services Agreement and Privacy Policy stipulate a binding Agreement between the Service Provider and the Client regarding the provision of administration, accounting, compliance, finance, tax, legal, project management and other Services as defined in the Services Agreement.
- 2.2. The Services shall be provided by accountants, attorneys, lawyers, CFO, tax advisers and other professionals employed by us or in cooperation with us under a commercial Agreement on a long-term basis. We may at any time assign third parties to provide Services to you and such third parties may contact you and work with you directly. We take responsibility for the Services provided by third parties delegated by us.

## **3. Your obligations**

- 3.1. You are responsible for providing us with accurate, precise and true information and data that we may need or require to provide the Services. We will provide the Services based on such information and data and will consider the data to be true, precise and accurate. We will not additionally verify the accuracy and veracity of such data, information and explanations provided by you, unless agreed upon otherwise.
- 3.2. When disclosing any information to us, you confirm that you are not in breach of intellectual property rights or any other rights of any third party.
- 3.3. You undertake to pay for the provided Services in accordance with the Services Agreement.
- 3.4. You are responsible for any and all decisions regarding our Services, the use of our Services and evaluation of whether our Services are useful to you.
- 3.5. You are responsible for any breach of obligations set forth in this Agreement committed by your employees and/or persons authorized to represent you in relations with us.

## **4. Our obligations**

- 4.1. We shall provide the Services with the appropriate professional care, in accordance with the principles of ethics, appropriate standards and in due and timely manner.

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- 4.2. We shall act in accordance with these Terms of Use as duly and efficiently as possible, in line with the best interests of the Client.
- 4.3. All Services shall be provided within the agreed scope, timeframe and in accordance with the financial terms agreed upon as indicated in the Services Agreement.
- 4.4. In case we are unable to provide the Services to you for any reason, we undertake to inform you thereof without undue delay.

## **5. Our Services**

- 5.1. Any part of our Services is intended to be received by you only and used only for your internal purposes, including the use by your shareholders, management or supervisory bodies, and (or) employees.
- 5.2. You agree not to use, disclose or provide any part of our Services or any information obtained under this Agreement to any third parties without our prior written consent unless:
  - 5.2.1. required by the applicable law, regulations or a court decision (you are required to inform us about any such request in writing);
  - 5.2.2. disclosed to your lawyers, tax advisors and other persons carrying out similar functions and only to the extent required to perform their services.
- 5.3. Should we give the consent to use, disclose or provide our Services or any part thereof to any third parties, it shall only be done to the extent specified in our consent.
- 5.4. We shall have the right to refuse providing Services under this Agreement in case the provision of Services to you would breach the applicable laws and/or regulations or it will create a conflict of interest. We take on the obligation to inform you each time when the potential conflict of interest may arise and take all measures indicated in our internal policy to avoid it.
- 5.5. The Services provided shall be considered to be up to the requirements agreed upon in this Agreement and to have been duly accepted by you unless you submit reasonable remarks or objections within five (5) days from the provision thereof unless otherwise agreed in the Services Agreement.

## **6. Fees**

- 6.1. You undertake to pay the agreed upon fees for our Services and cover general expenses including postage, courier, court, administrative fees, administrative fees set forth by authorities, travel and accommodation costs, and other similar expenses directly related to the provision of Service to you.

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- 6.2. Our fees do not cover taxes (VAT) and/or similar taxes, charges, duties, tolls or levies imposed on the Services you are obligated to pay for under the Agreement (excluding general income tax).
- 6.3. The invoices for the Services shall be issued to the Client on a monthly basis unless agreed upon otherwise in the Services Agreement.
- 6.4. The fees for the Services are provided in the Services Agreement, however, the Parties may agree upon a fixed fee for a particular assignment via email and/or separate signed order. The Service Provider shall have the right to review and amend the fees. The fee for the Services shall essentially be established according to the time allocated for a particular assignment.
- 6.5. All reasonable and in advance agreed upon expenses directly related and incurred when providing the Services (e.g., travel, accommodation, communication, courier services, translation costs, notary fees, public and state institutions fees, etc.) shall be covered by you in accordance with a reimbursement invoice issued by the Service Provider.
- 6.6. Unless agreed upon otherwise in the Services Agreement, all invoices are due within 14 (fourteen) days of the delivery of the invoice to you.
- 6.7. Delayed payments shall be charged default interest indicated in the provided invoice. The Service Provider may transfer the right to reimbursement under the unsettled invoice to any third party. You agree with the disclosure of your information and documents for the purpose of debt recovery to any third party. All the additional and related expenses incurred due to the administration of your debt shall be reimbursed by you.

## 7. **Liability**

- 7.1. The Party that fails to perform its obligations in accordance with these Terms of Use shall compensate all direct losses of the other Party that the respective Party proves by written evidence. For the purpose of clarity, in no case shall the Party be obligated to indemnify the indirect losses suffered by the other Party, including, but not limited to, any loss of profit and (or) opportunities.
- 7.2. To the extent permitted by the applicable law the Service Provider's liability to the Client resulting from the provision of Services shall not exceed the remuneration amount of the last 12 (twelve) months paid by the Client to the Service Provider under this Services Agreement, except for cases of purposeful intent or gross negligence of the Service Provider.
- 7.3. Any Party shall not be liable for non-fulfilment or partial non-fulfilment of any obligations under these Terms of Use in case it is caused due to unusual circumstances that could not have been foreseen, avoided or removed by any means (**Force Majeure**). In such case, the term of obligations shall be extended.

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- 7.4. Registered attorneys of the Service Provider are required by law to be covered by professional liability insurance. Additionally we have professional activities insurance.
- 7.5. The Service Provider shall only be responsible to you and only for the direct loss/damages, except for cases of purposeful intent or gross negligence of the Service Provider.
- 7.6. In the event of a dispute or claim related to the provision of Services, any action for damages or otherwise shall only be taken against a Party that provided the Services in question and not against its shareholders, management bodies, employees, attorneys, representatives or partners.
- 7.7. We shall not in any case be held responsible for damages, loss or expenses resulting from negligence, inaction or intentional illegal action, misunderstanding or deliberate negligence of you, your shareholders, management bodies, employees, attorneys, representatives or partners related to you.

## **8. Indemnification**

- 8.1. To the maximum extent permitted by the applicable law and other regulations you undertake to indemnify us against all claims made by third parties (including your affiliates) and the resulting obligations, expenses and damages (including reasonably incurred expenses for internal and external legal services) arising from any use of our Services by a third party at your request or to which you disclose the information related to the Services provided by us.
- 8.2. To the maximum extent permitted by the applicable law and other regulations you undertake to indemnify us against all claims made by third parties (including your affiliates) and the resulting obligations, expenses and damages (including reasonably incurred expenses for internal and external legal services) arising from the use of your provided information, data and explanations by your shareholders, statutory bodies, employees, attorneys, representatives or partners connected with you.

## **9. Intellectual Property**

- 9.1. Any part of our Services including statements, opinions, memorandums and other documents in writing as well as any other materials considered to be intellectual property according to the applicable law remain in our ownership. Under no circumstances do these Terms of Use constitute a license or any other similar grounds to use such intellectual property in any way. This does not include information and data provided by you, which remain your property.
- 9.2. Upon payment of the agreed fees you are entitled to use our Services and any part thereof in accordance with these Terms of Use.

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- 9.3. You may not use our name, logo and other description of us without our prior written consent. We may not use your name, logo and other description of you without your prior written consent.

## **10. Confidentiality**

- 10.1. The Parties shall keep all the information that was provided to each other in accordance with these Terms of Use, including, but not limited to, the communication between the Parties, the Services Agreement and any other content related to the Services and/or provision thereof, confidential and shall not disclose such information to any third persons without the prior written consent of the respective other Party, except when such information:
- 10.1.1. at the time of its disclosure is published or otherwise generally available;
  - 10.1.2. after disclosure by the other Party is revealed or published or becomes generally available to the public in any other way;
  - 10.1.3. was in possession of the Party at the time of disclosure and was not acquired directly or indirectly from the other Party;
  - 10.1.4. was rightfully acquired from a third party that did not obtain it under a pledge of secrecy to the other Party.
- 10.2. We, our attorneys, associates and employees shall be obligated to observe secrecy of all the information and knowledge concerning any matters related to you, made available to us and obtained by us in the context of our business relationship with you as required by the rules and provisions set out in the applicable law.
- 10.3. We acknowledge that during provision of our Services, we may receive information that is of a personal, confidential and/or proprietary nature, including, but not limited to, your personal data and/or any other information and documents provided by you, as well as the information related to your relations with us. We agree to hold all confidential information in trust and strict confidence and agree that such information will only be used for the provision of Services.
- 10.4. The duty of confidentiality shall apply unless agreed upon by the Parties otherwise and in cases where the Service Provider is required to disclose such information by law, regulation or a decision taken by a public authority, or in cases the information in question is already publicly available.
- 10.5. Unless prohibited by the applicable law, in case it is necessary for the provision of Services, we may disclose confidential information to other third parties. In such case we undertake to obligate any such third party to observe secrecy and hold any and all disclosed information confidential.
- 10.6. Provisions regarding confidentiality shall remain valid regardless the termination of the Agreement.

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## **11. Data protection**

- 11.1. The processing of your personal data is governed by the Privacy Policy. By accepting these Terms of Use, you also agree to the terms of the Privacy Policy. You are advised to print and keep a copy of the Privacy Policy together with these Terms of Use.
- 11.2. In case you provide us with any information or data that may contain personal data of any third party, you declare and guarantee that you are entitled to disclose such data to us and that such data has been processed and delivered in accordance with the applicable law.
- 11.3. You agree to all data (including personal data) being stored and handled in accordance with the measures of security and confidentiality protection applied by the Service Provider.
- 11.4. We shall process any personal data acquired under these Terms of Use in accordance with the applicable law and/or other regulations.

## **12. Validity and Termination**

- 12.1. The Agreement is entered into for an indefinite period of time and comes into force after both Parties sign the Services Agreement.
- 12.2. The Agreement shall remain in effect for an unlimited period of time, until full performance of the obligations of the Parties set forth in the Agreement.
- 12.3. Any Party may terminate the Agreement by delivering a termination notice to the other Party 60 (sixty) days in advance. In case there is a suspicion of your business being involved in money laundering, terrorist financing or other similar unlawful activity, or goes bankrupt the Service Provider may terminate this Agreement immediately without submission of a notification.
- 12.4. In case you fail to settle an invoice in due time or do not cooperate, the Service Provider shall have the right to suspend the provision of Services to you. In case of termination of this Agreement, you shall, before the day of termination, pay all fees (remuneration) and cover all expenses incurred by us in accordance with this Agreement. We shall have the right to withhold your documents and other property related to the Services provided, including funds in bank accounts that were deposited by us in your name and advance payments until full settlement for the Services. In case you request to provide Services related to a particular assignment when the assignment itself has already been performed or when such Services exceed the scope of the assignment, such Services shall be paid for additionally, in accordance with the standard rates or as indicated in a separate order.
- 12.5. In case of termination or expiry of the Agreement, the provisions related to liability and payments between the Parties, conditions regarding confidentiality, as well as other provisions, as it is clearly indicated, remain valid.

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- 12.6. You are obligated to pay the fees for our Services and other expenses as indicated in the Services Agreement, incurred until the day of termination of the Agreement.

## 13. Miscellaneous

- 13.1. **Full Agreement.** These Terms of Use together with the Privacy Policy and the Services Agreement constitute full Agreement between the Parties regarding the provision of Services and covers, replaces and annuls all previous negotiations of the Parties, confirmations and guarantees, agreements and other concluded documents. The Parties shall enter into any other agreements, which may be needed for proper implementation of the Agreement.
- 13.2. **Signatures.** Any Party may sign the Services Agreement, as well as any amendments thereto, electronically, i.e. each Party may sign a separate copy of the same document. Each Party certifies that the person signing the Services Agreement is authorized to do so.
- 13.3. **Amendments.** Any amendment of the Agreement must be agreed upon in writing by all Parties.
- 13.4. **Governing law.** These Terms of Use, Privacy Policy, Services Agreement and other documents (if any) are governed by and interpreted in accordance with the laws of the Republic of Lithuania. All disagreements arising out of or in relation to these Terms of Use, Privacy Policy, Services Agreement and other documents (if any) shall be settled in accordance with the laws of the Republic of Lithuania.
- 13.5. **Dispute resolution.** Disputes between you and us arising from the Agreement shall be settled by negotiation. If the dispute is failed to settle by way of negotiation, the dispute shall be settled by Vilnius Court of Commercial Arbitration in accordance with the procedure established by the laws of the Republic of Lithuania and the legal acts governing arbitration activities. You and us agree that disputes shall be settled at Vilnius Court of Commercial Arbitration by three arbitrators, one arbitrator will be selected by you, one – by us, and one, who will be considered the Chairman of the arbitration committee, will be selected by agreement and intent of the first two arbitrators.
- 13.6. **Assignments.** You may not assign or transfer in any way any rights under these Terms of Use to any third party.
- 13.7. **Competitors.** We shall not consult your opponents on the same issues as we consult you without your explicit consent. The Service Provider may represent and counsel on unrelated issues other clients, the interests of which do not necessarily coincide with the interests of the Client or some other client. You agree that we may, to the extent permitted by our professional regulations, work for other clients, including your competitors.



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- 13.8. **Unfair commercial practice.** The Service Provider and the Client shall avoid unfair commercial practice and shall comply with all regulatory requirements to avoid unfair commercial practice.
- 13.9. **Non-enticement.** The Service Provider and the Client undertake not to entice each other's employees and / or consultants and to act honestly towards each other. This provision applies to all affiliates of both the Service Provider and the Customer.
- 13.10. **Notices.** Any and all communication between the Parties shall be carried out in accordance with the prerequisites indicated in the Services Agreement. Should any Party's address, bank account number or other details change, the Party shall notify the other Party thereof without undue delay. In case of failure to comply with this requirement, the Party shall have no right to make claims or counterclaims based on the other Party's actions carried out in accordance with the latest prerequisites known to that Party, including, but not limited to, not receiving notices sent in accordance with those prerequisites.
- 13.11. **Invalidity.** If any provision of these Terms of Use is found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.
- 13.12. **Enforceability.** No provisions of these Terms of Use shall be enforceable by any other person other than you and the Service Provider.