



## General Conditions of Client Agreements of NJORD Law Firm, applicable as from 1 January 2020

This Part II (**General Conditions**) of the Legal Service Agreement is applicable to the clients (**Client**) of NJORD Law Firm upon provision of legal services and, unless agreed otherwise, Part I and Part II constitute the legal service agreement concluded with the Client (**Agreement**). In case of different regulations in Part II (General Conditions) and Part I, Part I prevails.

### 1. Client Agreement and subject matter of the Agreement

- 1.1. The provider of the legal service is NJORD Advokaadibüroo OÜ (hereinafter the **Firm**) (registry code 11176771, address Veerenni 24D, Tallinn, Estonia) that provides the Client with the legal services specified in Part I of the Agreement (hereinafter the **Assignment**). Part I of the Client Agreement sets out the Assignment and the attorney specified therein is responsible for implementing them (hereinafter the **Attorney**). The rights and obligations of the Attorney are those of the Firm and vice versa, unless otherwise provided for in the Agreement.
- 1.2. The beneficiary of the legal service is a Client who is an individual or an entity that has concluded an Agreement with the Firm or to whom the Firm renders a legal service on another legal ground.
- 1.3. The Agreement is made in writing or in a form reproducible in writing, using the standard client agreement drafted by the Firm. The Agreement is deemed as concluded in a form reproducible in writing also where the workload, extent and conditions of provision of the legal service have been agreed upon by e-mail without signing a standard client agreement.
- 1.4. The Attorney responsible for executing the Assignment may involve therein or, for the purpose of executing the Assignment, delegate their authority to other attorneys of the Firm. The Attorney may involve the lawyers and assistants of the Firm, but only in administrative and assisting lawyer capacity. The conditions agreed on between the parties regarding the Attorney also apply to the persons involved in the performance of the employment duties, taking into account the fact that the persons involved are not providing the legal service on their own.
- 1.5. The Firm and its attorneys may represent and defend the Client in all extra-judicial, judicial, arbitration and other disputes, negotiations and proceedings. Restrictions of the right of representation are agreed on in writing. Where relevant (e.g. in the event of representation in court), the Client issues a separate power of attorney for executing the Assignment agreed upon in Part I of the Agreement.
- 1.6. It is assumed that these General Conditions apply to all new Assignments that the Client gives the Firm and the Firm accepts, except for the size of the fee and the terms of payment, which are governed by the conditions effective at the time of giving the new Assignment (incl. the hourly rates set out in the price list).



## **2. Conflict of interests**

- 2.1. Before accepting any Assignment, the Firm always carries out a check of an internal conflict of interests in order to make certain that the Firm is able to accept the Assignment.
- 2.2. Where the interests of the Client are in conflict with those of another client of the Firm or there is a risk that such a conflict will arise, the Firm has the right to refuse to accept the Assignment and terminate the Agreement.

## **3. Provision of legal services**

- 3.1. The Client agrees to disclose to the Firm all the required true information and draw the Firm's attention to all the circumstances that may be of relevance from the point of view of executing the Assignment. Where a deadline has been set to executing the Assignment, the Client is required to provide information no later than three (3) working days before the deadline of executing the Assignment. Legal services are provided based on the information learned, making use, in the interests of the Client, of any and all means and ways that are not in conflict with the law or the professional ethics. Upon provision of legal services, the Firm and the Attorney act with the required level of professional care, but do not ensure the attainment of a specific result.
- 3.2. After the provision of legal services, the Firm and the Attorney are not required to correct the information or opinion given to the Client or correct the prepared documents due to the amendment or repeal of legislation, development of case-law or a change of any other circumstances.
- 3.3. The Client agrees to accept the Assignment executed by the attorneys and employees of the Firm and inform the Firm of required modifications without delay. If the Client fails to give a respective notice within ten (10) days after the Assignment has been executed, it is deemed that the Firm has duly and properly provided the legal services.
- 3.4. At the Client's request, the Firm returns the Client's original documents in its possession, provided that the Firm does not exercise the right to withhold these. The documents are returned at the expense of the Client. If the documents cannot be returned, the Firm retains the documents for a term of three (3) years following the termination of the Assignment unless otherwise provided by law.

## **4. Fee and terms of payment**

- 4.1. Upon giving the first Assignment, the Firm and the Client set out the form of the fee applicable to the Assignment in the Client Agreement (i.e. hourly fee, fixed fee or aggregated fee). Unless agreed otherwise in a form reproducible in writing, it is assumed that the Client pays for executing the Assignment on the basis of the Firm's effective price list whereby the minimum unit of calculation is six (6) minutes. The fee is payable in cash. Value added tax at the rate in force in the Republic of Estonia is added to the prices set out in the price list. In addition, the Client compensates for all required costs that the Firm has incurred directly in connection with executing the Assignment and the standard prices of



which are set out in the Firm's price list which the Firm submits to the Client without delay upon receiving a request.

- 4.2. If the Parties have agreed in the Client Agreement that the Client pays a fixed fee (i.e. aggregated fee), but the Client fails to settle (an) invoice(s) by the due date, the Firm has the right to apply hourly rates in the pricelist effective at the time of invoicing to the entire Assignment or any part thereof.
- 4.3. If the Client terminates an aggregated or fixed fee-based Assignment before the Assignment have been fully executed or otherwise waives the completion of the Assignment, the Firm has the right to apply the price list effective at the time of invoicing to the entire Assignment or any part thereof. In such an event the Client is required to pay at least 30% of the total aggregated fee or fixed fee.
- 4.4. If the Client asks the Firm and the Attorney to execute the Assignment or discloses the information required for executing the Assignment less than three (3) working days before the deadline of executing the Assignment, the hourly rate of the Attorney is multiplied by a coefficient of 1.5. In the event of executing the Assignment outside the ordinary working time of the Firm (Mon–Fri 9:00 a.m.–6:00 p.m.) at the Client's request, the hourly rate of the Attorney is multiplied by a coefficient of 2.
- 4.5. Price offers are always approximate and based on the information given to the Firm at the moment of giving the offer. Unless agreed otherwise, price offers cannot be considered fixed-fee offers. A decision on procedural costs made by the court in court proceedings does not serve as the basis for changing the invoice(s) issued to the Client or for changing the principles of calculation of the fee.
- 4.6. The Firm has the right to unilaterally change the price list, giving the Client reasonable advance notice of the change of the price list. If the Client does not accept the change, both Parties have the right to terminate the Client Agreement. The changing of the price list of the Firm does not affect special agreements made with the Client.
- 4.7. The Firm invoices the Client for the performance of the Assignment on a monthly basis or in accordance with the performance of the duties, tasks and functions given in the framework of the Assignment. Unless otherwise agreed, invoices are due in ten (10) calendar days. If the Client fails to make a payment by the due date, the Client is required to pay late interest at the rate of 0.2% of the overdue sum per each day of delay. The Firm has the right to unilaterally suspend the provision of legal services for a time during which an invoice payable by the Client is overdue until the invoice has been paid. The Firm also has the right to withhold documents prepared at the Client's request until the Client has paid the invoice in full.
- 4.8. The Client compensates the Firm for any and all additional costs that the Firm incurs in connection with the recovery of overdue sums payable by the Client.
- 4.9. An invoice is sent to the Client electronically, without a physical signature, to the e-mail address specified in the Agreement. The Firm may delegate the invoicing of the Client to a



professional service provider, thereby ensuring the proper maintenance of professional secrets entrusted with the Firm by the Client.

- 4.10.** Upon conclusion of the Client Agreement, the Firm has the right to charge a deposit from the Client for the purpose of ensuring the performance of the obligations assumed by the Client under the Client Agreement. The deposit is kept on the Firm's separate bank account, no interest is paid thereon and it is set off against the final invoice issued by the Firm. If a payment payable by the Client has been overdue for more than 60 days, the Firm has the right to set off the overdue sum against the deposit. The size of the deposit is set out in the Client Agreement. The Firm will not commence the execution of the Assignment before the deposit has been duly paid by the Client. The banking details required for payment of the deposit are as follows:

**Beneficiary: NJORD Advokaadibüroo OÜ, Bank: SEB Pank, Tallinn, Estonia, IBAN: EE651010220049344018, BIC: EEUHEE2X, Description: '[Client's name] deposit'.**

## **5. Electronic communication. IT systems. Data protection**

- 5.1.** The Client consents to the exchange of information in an electronically unencrypted form over the Internet. The Client warrants and represents that the Client is aware of the risks that arise from the transmission of unencrypted electronic mail and the information contained therein: messages may be lost, confidential and personal information may be willingly or unwillingly altered, stolen or disclosed or transmitted to third parties. The Firm or the Attorney is not liable for damage caused to the Client or third parties in the event of manifestation of such risks. Where the Client considers it necessary to encrypt information, the Firm should be informed thereof upon conclusion of the Agreement and the Parties agree on the relevant solution for the exchange of information.
- 5.2.** The Firm uses ordinary information technology systems (including electronic communication, time calculation, customer management and records management systems) that contain information on the Firm's clients, the legal services rendered to them and the related documents.
- 5.3.** The Firm processes the personal data of the Client and persons directly linked to the Client (e.g. employees and/or representatives) for the purpose of performance of the Agreement, management of the invoicing system, accounting information systems, intra-business information systems and customer relations (including for the application of anti-money laundering due diligence measures), and for marketing purposes. The Firm may transmit personal data of the Client and persons directly linked to the Client (e.g. employees and/or representatives) to third parties where it is necessary for executing of the Client's Assignment (e.g. to external advisors whom the Client has asked to involve) to the extent necessary for the attainment of its purpose.
- 5.4.** The Firm retains the Client's personal data during the term of validity of the Agreement and thereafter until it is necessary under the law or for the protection of the rights of the Firm. The data subject holds all the rights provided by law, including the right to receive



information, demand the correction or erasure of data, provided that it does not conflict with the requirements established to the activities of attorneys.

- 5.5. Where the Client has not prohibited it, the Firm has the right to send the following to the Client: legal newsletters, questionnaires for assessing the Firm's quality and customer satisfaction, marketing materials and invitations to events organised by the Firm (e.g. seminars for clients). The offers are sent in the name of the Firm. The Client has the right to opt out of the offers following the Assignment contained in each offer or by informing the Firm thereof by e-mail sent to [tallinn@njordlaw.ee](mailto:tallinn@njordlaw.ee).
- 5.6. More detailed cookie and privacy policies are available on <https://www.njordlaw.com/et/> website. In case of the different regulations in this Agreement (General Conditions) and Cookie and Privacy Terms, the latter ones shall prevail.

## 6. Confidentiality

- 6.1. The information obtained by the Firm and the Attorney in connection with executing the Assignment is confidential. The Firm and the Attorney may disclose information within the Firm for the purpose of executing the Assignment. The Client may discharge the Firm from the confidentiality duty by granting consent in a form reproducible in writing. Without the Client's separate consent, the Firm has the right to disclose confidential information and documents concerning the Client to third parties (including to notaries, interpreters, translators, banks, state authorities, other involved counsels) where it is necessary for executing the Assignment or where a respective obligation arises from law.
- 6.2. In the course of supervision and/or professional investigation carried out in accordance with the rules of the Estonian Bar Association, the Firm also has the right to disclose information entrusted with them by the Client and/or information related to the legal services rendered to the Client.
- 6.3. The Firm may not disclose to third parties the fact that the Client is a client of the Firm, the matters and projects in which the Firm has advised the Client, and the general nature of the services rendered to the Client, unless agreed otherwise.

## 7. Know Your Customer principle

- 7.1. In accordance with legislation regulating the prevention of money laundering and terrorist financing, the Firm is required, in the case of certain assignments, to identify the Client, the persons acting in the name of the Client and the Client's beneficial owners. In certain situations, the Firm is required under law to identify the origin of the Client's assets and/or wealth.
- 7.2. The Firm may be required to refuse to execute the Assignment or suspend the execution of the Assignment and notify the authorities if the Client does not submit the requested information, the transaction is unusual in comparison with the previously known transactions or where the use of the assets for terrorist financing or money laundering is suspected. Even though the Firm has a professional and statutory duty not to disclose information on the Client and the legal services rendered to the Client, legislation may



obligate the Firm to disclose respective information to the authorities. Should the Firm be required to submit a money laundering report at the time of acting in the Client's interests, the Firm may not be able to inform the Client of the submission of the aforementioned notice or of the reasons for the submission of the report.

- 7.3. The Client understands and accepts that the measures that the Firm is required to apply do not constitute a breach of the duty to maintain professional secrecy.

## **8. Entry into force and termination of the Agreement**

- 8.1. The Agreement enters into force on the date of signature or on the date of the start of execution of the Assignment, whichever comes first, and remains in force until termination, unless otherwise provided for below. Upon receipt by the Firm of the original copy of the Agreement signed by the Client, the Agreement is deemed as having entered into force retroactively as of the moment of commencement of the provision of a legal service. This Agreement has been made for an unspecified term.
- 8.2. Having paid all the invoices issued by the Firm, the Client may terminate the Agreement at any time by giving the Firm written notice thereof two weeks in advance.
- 8.3. The Firm may terminate the Client Agreement at any time, notifying the Client thereof two weeks in advance, provided that all the Assignment accepted for execution have been executed. The Parties have the right to terminate the Client Agreement on grounds other than those provided for in the Client Agreement and legislation, following the procedure prescribed for the termination of the Agreement. The termination of the Client Agreement does not deprive the Firm of the right to its fee for any executed Assignments or parts thereof.
- 8.4. The Firm has the right to terminate the Client Agreement before the prescribed time without any advance notification if:
- 8.4.1. the Client submits falsified evidence and the Attorney is aware of the falsification of the evidence;
  - 8.4.2. the Client demands that, in spite of the Attorney's explanation, the Attorney use illegal means or manners of defending the Client's interests;
  - 8.4.3. the Client demands that the Attorney act in a way that is not in accordance with the honour and reputation of an attorney or with the professional ethics of attorneys;
  - 8.4.4. the Client considerably or repeatedly breaches the Client Agreement;
  - 8.4.5. the Client acts against the Assignment of the Attorney or otherwise clearly demonstrates that the Client has lost trust in the Attorney;
  - 8.4.6. the Client gives the Attorney Assignment that harm the Client's interests or that are clearly useless for executing the Assignment and, regardless of the Attorney's explanations, continues to demand that the Assignment be followed;
  - 8.4.7. the Client does not submit the documents or information that the Firm demands for the purpose of complying with the requirements for prevention of money laundering and terrorist financing, or the submitted documents and data do not eliminate the



Firm's suspicion that the purpose of the transaction may be money laundering or terrorist financing.

- 8.5. If more than three (3) calendar months have passed from executing the last Assignment, the Firm has the right to deem the Client Agreement terminated.
- 8.6. Upon termination or expiry of the Agreement, the Client is required to pay the Firm a fee for the legal services provided and the costs incurred until the termination or expiry of the Agreement.

## 9. Liability

- 9.1. The Firm and the Attorney are jointly and severally liable for any direct proprietary damage wrongfully caused to the Client upon executing the Assignment. Their liability is limited to triple the fee paid or payable for the legal services, but in any event to the sum of no more than 500,000 euros. The Firm or the attorneys are not liable for any loss of profit or non-pecuniary damage.
- 9.2. The Firm and the Attorney are liable solely towards the person who concluded the Agreement with the Firm and do not bear any liability for any damage possibly suffered by a third party. If experts, consultants, patent attorneys, etc. operating outside the Firm need to be used in the provision of a legal service, the Firm or the Attorney is not liable for the truthfulness of the analyses, explanations and other information given by these persons.

## 10. Settlement of disputes

- 10.1. This Agreement is governed by Estonian law.
- 10.2. Any and all disputes arising from the Client Agreement and/or the Assignment are subject to resolution by way of negotiations in good faith. Failing agreement, the dispute is resolved in an Estonian court.
- 10.3. If the Client has any complaints or accusations towards the actions of the Attorney, the Client has the right to file a complaint with the Firm (e-mail: [tallinn@njordlaw.ee](mailto:tallinn@njordlaw.ee)). The complaint must clearly set out a description of the violated rights of the Client and the circumstances of the violation. The complaint must be accompanied by evidence proving the violation of the Client's rights.
- 10.4. A claim for damages must be filed with the Firm in writing. The Client is required to file a claim for damages within 12 months as of the moment of receiving a legal service from the Firm or as of the moment when the Assignment or a significant part thereof can reasonably be considered as executed, whichever condition is fulfilled sooner. If the Client does not file a claim within the said period, the Client's right to file the claim expires.

## 11. Amendments

- 11.1. The Firm may unilaterally amend these General Conditions at any time, informing the Client thereof by e-mail no less than 30 calendar days in advance. The Firm publishes the amended General Conditions on its website [www.njordlaw.com/et](http://www.njordlaw.com/et). If the Client does not



accept the amendment of the General Conditions, the Client has the right to terminate the Agreement in accordance with clause 8.2 of the General Conditions.

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**Hourly rates in 2020 (excl. of VAT)**

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| Partner   | 220-240 EUR |
| Associate | 150-200 EUR |
| Assistant | 80-130 EUR  |