

# GENERAL TERMS OF BUSINESS

## 1. INTRODUCTION

1.1. The following terms of business will apply to all services provided to clients by Lospa Cristian Paul – Cabinet de Avocat (“Lospa Lawyers”, “we”, “us” or “our”) unless and to the extent separately agreed otherwise in writing.

1.2. Your new or continuing instructions to us will amount to your acceptance of these terms of business.

1.3. These terms of business will, subject to any variations made in accordance with Section 15 below, apply in respect of all services provided to you (including services provided after the original engagement in connection with which they were sent to you).

1.4. In addition to these terms of business, we are required to observe the code of conduct established by the Romanian Bar Association as well as any other relevant bar associations (including the Council of Bars and Law Societies in Europe (CCBE) in respect of cross-border activities within the European Economic Area) (any code of conduct applicable to our assignment the “Relevant Code”).

## 2. SERVICES

2.1. Our advice to you is tailored to the circumstances in the particular matter and the facts presented to us and your instructions. Accordingly, the advice may not be relied upon in any other matter or used for any other purpose than for which it was given.

2.2. Our advice in a particular matter does not include advice on potential tax consequences. Neither do we provide financial or accounting advice or advice on the

merits of an investment or a transaction nor do we provide recommendations from a commercial perspective as to whether or not you should consummate a particular investment or transaction.

2.3. We will be advising and acting at all times in respect of Romanian law only and are not responsible for advising you as to the effect or enforceability of any documents or matters which may be subject to or governed by the laws of any other jurisdiction. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another jurisdiction. Such views are merely intended to provide the benefit of our experience and does not constitute legal advice. Such legal advice must instead be obtained from lawyers qualified in the relevant jurisdiction and we are of course willing to assist you in obtaining the necessary advice from lawyers qualified in the relevant jurisdiction.

2.4. Our advice is given to you on the basis of Romanian law as at the date of the advice. Unless specifically agreed with you, we do not undertake to update the advice we have given in view of subsequent legal developments.

## 3. INSTRUCTIONS

Unless you instruct us otherwise, we will act upon any instructions that we receive from any of your representatives in the matter and assume that each such representative is authorized to convey instructions to us on your behalf.

## 4. OUR FEES AND EXPENSES

4.1. Our fees are determined in accordance with the principles of the code of conduct of the Romanian Bar Association and our fees are normally determined on the basis of a number of factors such as the complexity of the matter, the qualifications, experience and resources required, the amounts

involved, the risks assumed (if any) by us, time constraints, the result achieved and the time spent by our lawyers on the matter. Our hourly charges are reviewed periodically. Our charges are calculated at the rates which are current when the work is carried out.

4.2. Upon request, we will provide you with an estimate of our fees at the outset of the matter and we may also agree upon a budget or another fee arrangement. Any such estimates, budgets or other fee arrangements are based on the information available to us at the time given and may therefore be subject to change. We will revise our estimate, budget or other fee arrangement when we have reason to believe that it is no longer accurate.

4.3. We are likely to incur certain expenses in addition to our fees, which we expect you to pay at cost. The expenses may include such incidental costs as registration fees, registry search fees, fees of other advisers and professionals, travelling, temporary workers and courier charges.

4.4. All fees and expenses are exclusive of value added tax (VAT), which will be charged as required. VAT will be charged to clients domiciled in the European Union unless a VAT number is provided at request.

## **5. INVOICING AND CLIENT FUNDS**

5.1. Unless otherwise specifically agreed with you in writing, we will invoice you on a monthly basis.

5.2. Instead of issuing an invoice for a fee reflecting the work performed during the relevant time period, we may issue a preliminary invoice “on account” of our fee. In such cases, the final invoice for the matter will set out the total amount of our fee with the fees paid “on account” deducted.

5.3. In certain cases, we will request an advance payment before we commence work. Such payment will be used to settle future

invoices. The total amount of our fee and expenses may be more or less than the amount of the advance payment.

5.4. Each invoice sets out its due date. If an invoice is not paid, interest on the balance owing will be charged at the statutory rate applicable from the due date of the invoice until receipt of payment.

5.5. Unless otherwise specifically requested and agreed between you and us, our invoices will specify separately each matter we handle for you and contain a brief narrative of the tasks performed and a summary of any expenses incurred.

5.6. If you have any queries on any invoice, you are requested to let us know as soon as reasonably practicable.

5.7. If we are holding any monies for you (whether on account of our fees or otherwise) these will be placed in a separate client account. Monies held by us on account may be used to pay outstanding invoices that we have delivered to you.

## **6. CLIENT IDENTIFICATION AND PERSONAL DATA**

6.1. We are under a legal obligation to check the identity of our clients and their ownership structure as well as to seek information about the matter and in certain instances the origin of funds and other assets, and such obligations apply as a rule before our work commences. We may consequently ask for identification papers in respect of you and any other person who is acting on your behalf and, if you are a legal entity, the individuals who are in ultimate control of you (so called beneficial owners) as well as documentation indicating the origin of funds and other assets. In addition, we are under a duty to verify the information and for these purposes we may obtain information from external sources, for instance data bases. All information and documentation obtained will be retained by us.

6.2. We may process your personal data for the purposes mentioned in this Section 6. Generally, we will also need to process the personal data of your representatives and beneficial owners for the same purposes and you are responsible for ensuring that they accept such processing. If you wish to obtain information about the personal data that we process or wish to correct certain personal data or if you have other questions about our personal data processing, you should contact Mr. Paul Lospa, Founder of Lospa Lawyers (contact details are found on our website [www.lospa.ro](http://www.lospa.ro)).

6.3. We are required by law to disclose suspicions of money laundering or terrorism financing to the proper authorities. We are not permitted to inform you that we have such suspicions or that we have made or are contemplating making such disclosures. In case of any suspicions of money laundering or terrorism financing we are required to decline or withdraw from the engagement without specifying the reasons thereto.

6.4. We do not accept any liability for any loss or damage arising directly or indirectly out of our compliance with our duties (as we understand them) outlined in Sections 6.1 and 6.3.

## **7. MARKET ABUSE REGULATION**

We expect that you inform us when we are required to establish and maintain an insider list to comply with your obligations under the Regulation (EU) No 596/2014 of the European Parliament and of the Council on market abuse and its underlying rules (jointly referred to as "MAR"). We will keep any such list that we have prepared for a period of five years after it was last updated and provide you with copies thereof promptly upon your request. You are required to keep confidential any insider list provided by us and to use it only in order to comply with MAR.

## **8. COMMUNICATION**

8.1. We communicate with our clients and other parties involved in a matter in a variety of ways, including through the Internet and by e-mail. Although these are effective means of communication, they involve security and confidentiality risks for which we cannot accept any responsibility.

8.2. As you are aware, e-mails are susceptible to data corruption, interception, unauthorized amendment, tampering and viruses, and we only accept to send and receive e-mails on the basis that we are not liable for any such corruption, interception, amendment, tampering or viruses or any consequences thereof.

## **9. INTELLECTUAL PROPERTY RIGHTS**

The copyright and other intellectual property rights in work products that we generate for you vest in us although you have the right to use such work products for the purposes for which they were provided. Unless expressly agreed otherwise, no document or other work product generated by us may be generally circulated or used for marketing purposes.

## **10. CONFIDENTIALITY AND DISCLOSURE**

10.1. We will protect the information you disclose to us in an appropriate manner and in accordance with the Relevant Code. We are however in certain instances required by law or permitted by the Relevant Code to disclose such information.

10.2. Where we agree to carry out an engagement for more than one client, we have the right to disclose materials and other information that one of the clients has

imparted to us to the other clients. In some cases, we also have a professional obligation to disclose such materials and information to the other clients.

10.3. If we engage or liaise with other advisers or professionals in the course of an engagement, we may communicate to them all materials and other information which we believe may be relevant to assist them in advising or carrying out other work for you. The same applies to materials and other information that we have obtained as a consequence of the checks and verifications carried out by us according to Section 6.1.

10.4. When a particular matter has become publicly known, you agree that we have the right to disclose our involvement on your behalf. Such disclosure may however only contain information about the matter that is already in the public domain.

## **11. DOCUMENT RETENTION**

11.1. After the conclusion or termination of an engagement, we will keep (or store with a third party) essentially all material documents and work products accumulated or generated in a matter, whether on paper or electronically, for a period of time which we deem to be adequate for that particular type of engagement, however under no circumstances for a period of time shorter than that required by law or under the Relevant Code.

11.2. Since we are under an obligation to retain essentially all material documents and work products accumulated or generated in a matter, we cannot meet any request to return (without making a copy) or destroy a document or work product in advance of the expiration of the retention period. If you ask us to empty our electronic files within our document management system, we will observe your request to the extent permitted by law and the Relevant Code (but retain a physical copy of each document or save them

onto any electronic storage media) and normally against payment if the work involved is time consuming.

11.3. Unless otherwise expressly agreed, all original documents will be sent to you at the conclusion or termination of an engagement. We may keep a copy of such documents for our own records.

## **12. TERMINATION**

12.1. You may terminate our engagement at any time by requesting us in writing to cease acting for you. If you do so, you must still pay our fees for services provided and expenses incurred prior to and including the date of termination.

12.2. Law and the Relevant Code may set out circumstances that require or allow us to decline or withdraw from representing a client. Among other things, this may be the case in the event of inadequate client identification, suspicions of money laundering or terrorism financing, conflict of interest, failure to make payments, failure to supply adequate instructions or if confidence and trust no longer exist between us. If we decide to terminate our engagement, you must still pay our fees for services provided and expenses incurred prior to and including the date of termination. An engagement will in any event end when we have fulfilled your instructions in relation to that engagement.

## **13. LIMITATIONS OF LIABILITY**

13.1. Our liability for any loss or damage suffered by you as a result of negligence or other breach of contract on our part shall, unless the loss or damage was occasioned by our intent or gross negligence, in respect of each engagement be limited to the sum of EUR 12,000. Notwithstanding the foregoing, our liability for any claim brought in the North

Americas or that relates to loss of documents shall be limited to the amount which is paid out under our professional indemnity insurance policy in respect of the claim concerned.

13.2. We disclaim any and all liability for any indirect or consequential loss incurred or sustained by you (including loss of profit or synergies). Nor do we accept any liability for losses determined by the application of any earnings multiple or similar methodology for determining the value of any business, asset or legal entity.

13.3. Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to the agreement with such insurance provider or other third party or your rights against such insurance provider or other third party will be prejudiced thereby.

13.4. Other advisers and professionals shall be deemed independent of us (and irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for other advisers or professionals, whether for choosing or recommending them or for their advice or other services provided. The aforesaid applies regardless of whether they report to us or to you.

13.5. If you have accepted any exclusion or limitation of liability from any other adviser or professional, our total liability to you shall be reduced by the amount of the contribution that we could have been able to recover from that adviser or professional if its liability to you had not been so excluded or limited (and regardless of whether that other adviser or professional would have been able to pay the contribution to us).

13.6. We shall not have any liability for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given. Except as provided in

Section 13.9, we shall not have any liability to any third party through the use by you of our work products or advice.

13.7. We will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you as a result of our services.

13.8. We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time we accepted the engagement and whose consequences we could not reasonably have avoided or overcome.

13.9. If, at your request, we agree in written that an outside party may rely on our work products or advice, this will not increase or otherwise affect our liability to our disadvantage, and we can only be held liable to such outside party to the extent we can be liable to you. Any amount payable to an outside party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if, at your request, we issue certificates, opinions or the like to an outside party.

## **14. STATUTE OF LIMITATION**

The statute of limitation applicable to any claims due under the present is of three years.

## **15. AMENDMENTS, PREVAILING TERMS AND LANGUAGE VERSIONS**

15.1. These general terms and conditions may be amended by us from time to time. The current version can always be viewed on our website [www.lospa.ro](http://www.lospa.ro). Amendments will become effective only in relation to matters initiated after the amended version was posted on our website.

15.2. In case an engagement letter has been sent to you in respect of a particular engagement, the terms in the letter prevail if and to the extent there is any inconsistency between these general terms and conditions and the terms set out in such letter.

15.3. These general terms and conditions are produced in Romanian and in English. For clients domiciled in Romanian, the version in Romanian shall prevail. The version in English shall prevail for all other clients.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

16.1. These general terms and conditions, any engagement letters from us to you and all issues in connection with any of them, our engagement and services shall be governed by and construed in accordance with substantive Romanian law.

16.2. Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, any engagement letter issued by us to you, our engagement or our services or the breach, termination or invalidity thereof, shall be finally settled by Bucharest Bar Association.

16.3. All proceedings conducted with reference to Section 16.2 and all information disclosed or exchanged in the course of such proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential and may not be disclosed to a third party without the express consent of the other party. A party shall however not be prevented from disclosing such information in order to preserve its rights versus the other party or an insurance policy underwriter or if the party is required to so disclose pursuant to mandatory law, regulation or stock exchange rules.