

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

1. Our terms

In these terms Kirm Perpar law firm, Ltd. is referred to as "Law firm/we/our/us". The clients of Kirm Perpar are referred to as "Client/you/your". This includes those authorised to provide instructions on the client's behalf.

We are a Slovenian law firm, organized under the rules of Slovenian Bar in the status of a limited liability company, operating under the name Kirm Perpar odvetniška družba o.p., d.o.o. (Kirm Perpar law firm, Ltd.).

These terms (and any engagement letter) are the only terms between us. In case of any discrepancy between these terms and the terms of any engagement letter, the terms of the engagement letter shall prevail.

By ordering any legal services with us, you will be deemed to have read, understood and accepted these terms of engagement.

If any term is invalid, then it shall be deemed changed just insofar as necessary to make the term valid. Where that is not possible, then the invalid term shall be deleted. No change or deletion shall affect any other term.

2. Our fees and charges

Legal services ordered by the Client shall be billed on the hourly rate basis, as agreed between us in an engagement letter or through e-mail correspondence.

The minimal billable increment is 15 minutes. We will not be invoicing the working time of our administrative staff. We quote prices exclusive of Value Added Tax ("VAT"). We add VAT to our invoices at the prevailing rate as applicable.

We maintain time records for each client and matter. The time records are reviewed monthly by the responsible attorney. We view time records as a benchmark, and not as the sole determinant, of the value of our services for billing purposes. The amount of our billing statement will be the fair value of the services taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the size and scope of the matter, results obtained, value of services according to the official tariff of the Bar Association, and other relevant circumstances.

The monthly invoices will contain a detailed specification of the services rendered, the amount

of time spent on the tasks as well as the detailed specification of the expenses and disbursements incurred. The monthly invoices shall be due 8 days upon the issuing.

Unless alternative arrangements are made, any balance past due more than sixty (60) days will necessarily result in discontinuation of our work on your behalf, upon thirty (30) days notice to you. Also, the Law firm may elect to initiate internal or external collection procedures. Of course, you may terminate your relationship with the Law firm anytime you wish so long as any financial obligations to the Law firm are satisfied.

We reserve the right to change the price of our services. Your will be informed of any change in the price of our services before they become effective.

Estimates. Any estimates we provide are based on conditions, assumptions and our understanding of the work we are to undertake. An estimate is not a cap and we may exceed our estimates.

Expenses and disbursements. In connection with your matter we may incur expenses in your name ("disbursements"). We will do so as your agent and you will be bound to pay the relevant third party for the relevant goods or services. That third party will bill us and we will in turn bill you at cost. We may also engage third parties in our own name as part of our service provision to you. If so, we will not charge these to you, though in some cases we will make a linked charge for our related services. Expenses for postal and telephone services, forms, banking services, photocopying and copying of files, documents and documentation as well as similar expenses shall be charged in a flat rate amount of 2 % of the net value of the service.

Costs on account / Advance payment

We customarily ask for an advance payment on account of costs, disbursements and VAT. This means paying money up front towards the legal costs before the work is done. If so, we will send you a costs on account statement requesting payment of an appropriate sum into our client account. From time to time, we may ask for a top-up payment. At the end of our engagement, we will return any balance to you. If we ask for costs on account, we are not obliged to do any work or incur any disbursement until they are received. Unless we specifically state so, we do not cap our fees at the level of the costs on account we request.

Change in hourly rate

The firm has the right to change the hourly rate unilaterally, giving the client a minimum of thirty days advance notice. If the client does not agree to

the change in the hourly rate, they have the right to terminate their contract and/or power of attorney.

Urgent work surcharge

The hourly rate shall be increased by 50% for urgent work that requires other work to be set aside, or has to be done outside of normal working hours, at weekends or on national holidays. Such an increase in the hourly rate will only be effective if you have been informed of it in advance. In case you do not agree with urgent work surcharge, the task will be treated as non-urgent and will be delivered within regular timeline.

3. Payments

Invoices. Legal services as well as expenses and disbursements incurred will be billed monthly. You agree we may deliver interim statute invoices. Unless clearly stated on the face of an invoice to the contrary, all our invoices are self-contained final accounts for the period they cover. We may invoice periodically and at any point. Disbursements-only invoices are payable on receipt, regardless of the payment terms we agree.

Settling invoices. You can pay us by bank transfer. We do not accept card payments. We do not accept or make cash payments.

Payments in. You must quote our reference number with every payment. Sending money without our reference may delay our receipt of your payment. On request and in line with prevention of money laundering policies, you must confirm the source of the payment and your source of wealth.

Payments out. Money will only be paid from our client account (fiduciary account) with your instructions, except to pay our fees and disbursements or following a court order.

Currency conversion. If you pay us in another currency (not the currency in which payment was requested), we will convert the payment at Bank of Slovenia's standard exchange rates and deduct any charges we incur in receiving such funds. You remain liable for any shortfall after conversion and deductions.

Interest and costs. We will charge you late payment interest in accordance with applicable regulations on all overdue amounts.

Payment from money we hold. If we hold any money for you, we may use it to settle anything you owe us.

Retention. Until all payments due to us have been made, we may keep your property and documents. We may also keep your funds up to the amount of your unpaid bills and any work in progress.

Each client is liable. When two or more clients together engage us, each client is jointly and severally liable to pay the full amount of our fees, disbursements and VAT.

Bank default. Money paid into our client account is held at our bank on trust for you. If our bank becomes insolvent or does not carry out our instructions, we are not liable for any loss or damage caused to you.

4. Professional liability

Our liability. We are only liable for the foreseeable losses caused directly by a breach of our obligations. We are not liable for any harm to your reputation, loss of profit or any other indirect loss. We are not liable for matters outside our control. We are not liable to the extent that any loss is due to the provision to us of false, misleading or incomplete information. We are not liable for any loss arising from our compliance with what we reasonably understand to be our statutory or professional obligations.

Liability of others. Where you or others contribute to your loss, then we will be liable only for a fair proportion of your loss, taking into account your or such other's actions.

Limitation of liability. Our liability to you (and to any other party we have agreed in writing may rely on our advice) is limited to EUR 1,000,000. This limit applies to all claims in relation to any single matter or any group of connected matters. Where we work for more than one client on a matter, this limit applies to our total liability to all of them.

No liability to anyone but the Client. The services we provide are only for you and to be used only in connection with the matter on which we are instructed. Nobody else can rely on our advice (or see a copy) for any purpose, without our written permission, save where permitted by law. You may not assign all or any part of your rights and benefits in tort or under these terms.

No one is liable except us. If a claim arises, connected to our work, you can only claim against us, not against any of the following (even if they have been negligent): our shareholders, members, partners, directors, associates, employees, consultants, assistants or other legal professionals ("staff").

Liability that cannot be limited. Nothing in these terms limits any liability that cannot legally be limited, such as (without limitation) for fraud on our part, or for death or personal injury caused by negligence.

Claims by others. You shall indemnify us against all loss, costs and expenses we incur as a result of acting properly for you.

Professional liability insurance. We maintain professional indemnity insurance with an insurer approved by the Bar Association of Slovenia. Please ask if you would like a summary of this insurance.

5. Conflict of interest

We will not represent another Client when that would prejudice or in anyway compromise our existing Client's interests. Conflict of interests shall be interpreted by using the criteria in Attorneys Act and the Code of Attorney's Ethics, adopted by the Bar Association of Slovenia.

6. Our legal advice

Jurisdiction. We advise only on matters of law of Slovenia and European Union (EU). Any advice we may give you in relation to other jurisdictions is generic advice only applying common legal principles; it is not legal advice and you must not rely on it as such. If you require legal advice on other jurisdiction, you must tell us in writing. We will then introduce you to a law firm authorised in the relevant jurisdiction.

Relevant information. You must ensure you, and anyone else you instruct on this matter to work with you, tell the lawyers working on this matter everything they need to know in order to work for you without delay.

Changes in law and your situation. We will advise you according to your situation as you explain it to us and the law in force when we give our advice. We will not update our advice once we have delivered it to you unless you ask us to do so in writing. If you believe your situation may change after we give our advice, you should tell us how in writing and ask us to factor this in to our advice.

No tax advice. We only advise on tax when explicitly agreed so. In all other cases, you will receive from us legal advice, and you are advised to consult with specialist tax consultant on any tax aspect of your situation or transaction. We do not provide any accounting advice.

Scope of work. We will advise on the scope of work that we have agreed with you. Unless we specifically agreed to do so, our engagement does not automatically obligate us for any checking or inquiries with official registers (e.g. companies register, insolvency register, business register, land register or spatial plans). In case you would like us to perform any such inquiries, please instruct us accordingly.

Intellectual property rights. All copyrights and other intellectual property rights arising from the provision of legal services belong to Law firm. Where the results of the provision of legal services have been transferred to the client, the client has the right to use them for the purpose for which they have been transferred.

7. Work done by others

Engaging others. Where we believe it is in your interests, we may introduce you to third parties to

work for you. We make no recommendation and the decision to engage them is yours alone.

Reliance. We will rely on the work and advice prepared by you and your other advisers (including those you may engage through us).

Responsibility. We are not responsible for any action, omission, error or deficiency of anyone you engage whether directly or through us.

8. Use of information

Source of information. We may receive information about you and other individuals directly from you, from a third party connected with you and from a third party connected with us.

Confidential information. We safeguard all the confidential information you disclose to us. We may share your information within our network. We will also share your information with others where you allow it, where required by law or regulation, as part of a file audit, where required by our insurers or where we think it allows us to give you a better service.

Multiple clients. When two or more clients together engage us, each client authorises the sharing with the other(s) of any information it provides. If one or more clients terminate our retainer, we may still use all the information provided to us during the retainer for the benefit of the remaining client(s).

Personal data and Privacy Policy. We comply with applicable data protection laws to protect your data.

Use of personal data. Our core purposes for processing personal data are to operate our law firm, to provide legal services to our clients, to maintain our client and business records and to comply with law and regulation. In relation to you (or the organisation on behalf of which you instruct us) this primarily involves: providing you with legal advice or other information that you have requested from us; invoicing you for services we have undertaken for you; keeping records of the work we have carried out for you; and fulfilling our anti-money laundering obligations. These terms deal with our use of your data as part of your instructions to us.

Lawful basis of processing. Before accepting your instructions, we may need to carry out certain checks (e.g. anti-money laundering and conflict checks). If so, we process your personal data to comply with our legal obligations. When we are providing our advice to you, we process your personal data to provide legal services to you and to comply with our contractual obligation to provide such services. We will also process personal data where it is in our legitimate interests to do so (for example, as part of the administration of our business and keeping our systems secure).

Categories of personal data obtained. The core categories of personal data which we use to provide our legal services to you are: name, email address and other contact details; correspondence with us; bank account details and/or other billing details; and copies of your passport, driving licence, birth certificate, national identity card, and/or other identifying information required to be provided to us for anti-money laundering purposes.

Supervision (personal data). If you have any questions or concerns, or if you want to exercise your legal rights regarding your data, then you should email us at info@k-p.si.

9. Know Your Customer Compliance

Proof of your identity. Before we can start work, we must have documentary proof of your identity and, where relevant, that of your beneficial owner(s). We may also ask you to explain to us the source of your funds and wealth. You agree to provide the documents we request and that we may carry out electronic checks on you. We will not usually charge you for undertaking identity checks, but we may if the checks are significantly more time-consuming than we would normally expect. We will only use the documents you supply to prevent money laundering and terrorist financing.

Reporting. We are professionally and legally obliged to keep your affairs confidential. However, where permitted, we may make disclosures to applicable regulators, tax authorities and law enforcement. If we are required to make such a disclosure, we may need to stop work and may not be able to tell you that a disclosure has been made.

10. Communications

Communicating with us. You agree to communicate with us by email. That includes getting our invoices by email. We may assume emails sent from your email account(s) are from you and are received as you sent them. You must notify us without delay of any unauthorised use of your email accounts.

Accepting service. Unless expressly agreed in writing, we do not accept service of documents by email.

Distribution of information. Unless the client has refused, the firm has the right to send the client proposals for the further provision of legal services, in the form of a newsletter of legal news, questionnaires on the quality of the firm's services or on client satisfaction, marketing materials, and invitations to events organised by the firm, such as client seminars. The offers are sent out in the name of the firm. The client has all the rights granted by the Personal Data Protection Act.

11. Termination and suspension

Your rights. You may end this agreement at any time by writing to us. Termination takes effect one working day after we receive your notice or on our written acceptance of your notice. You will still have to pay for all work done before we receive your notice of termination. Where we were engaged under a fixed fee, we will invoice the entire fee. If that would be unprofessional, then we will invoice on the basis of time incurred and this shall override any other provision we agree.

Our rights. We may suspend or end our services at any time if we have good reason. If so, we will write to you and will explain why and from when we will no longer work for you. Examples of a good reason to end our services would be if:

- a.) you have not done as agreed in engagement letter or these terms.
- b.) you have not paid an invoice when due.
- c.) you have not provided costs on account when requested.
- d.) you have not provided adequate instructions.
- e.) you and we no longer have trust and confidence in each other.
- f.) our work for you conflicts with our regulatory duties.

Effect of termination. Once terminated, we will no longer act for you. These terms will survive termination.

12. Law and claims

Customer satisfaction. Your satisfaction with our services is important to us. In case you are not satisfied with our services to any degree, please contact your responsible attorney or the Law firm's managing partner, who will do their best to find a solution. In case of a dispute, both sides will make every effort to resolve disputes amicably.

Slovenian law governs this and all future agreements and any dispute or claim arising out of it or in connection with them.

Slovenian jurisdiction. The parties irrevocably agree that the courts of Slovenia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with our engagement.

13. Amendments

We may unilaterally amend these Standard terms of engagement at any time. We publish our amendments on our website www.k-p.si. If you do not agree with any amendment to these Standard terms, you are entitled to terminate our engagement in line with Clause 11