

# Terms of Business

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## 1 Introduction

- 1.1 **Terms** – These terms apply to the services you have engaged us to provide under the attached agreement. These terms together with the agreement form the entire contract on legal assistance between you and us. If anything in these terms is inconsistent with the agreement, these terms take precedence, unless the agreement specifically amends any of them.
- 1.2 **Commencement** – The contract will start on the earlier of (i) the date of the agreement; or (ii) the commencement of the services.

## 2 Services

- 2.1 **Services** – We will perform the services with reasonable skill and care. You confirm that the scope is sufficient for your purpose. The services (including deliverables) are provided solely for you for the purpose set out in the agreement or the relevant deliverable.

- 2.2 **Deliverables** – You may not disclose a deliverable or make the benefit of the services available to anyone else or refer to the contents of a deliverable or the findings of our work, except (i) as stated in the agreement, (ii) with our prior written consent on terms to be agreed, (iii) where required by law or regulation, or (iv) to your auditors, lawyers or group members as long as you tell them, in advance, that we accept no liability to them and that no onward disclosure may be made.
- 2.3 **Liability to you alone** – We accept no liability to anyone, other than you, in connection with our services and deliverables, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.
- 2.4 **Changes** – Either we or you may request a change to the services or the contract. A change will be effective only when agreed in writing.
- 2.5 **Extent of services** – In performing the services, we will not be (i) carrying out an audit or other assurance engagement in accordance with applicable professional standards, or (ii) attempting to detect fraud or other wrongdoing.
- 2.6 **Oral advice and draft deliverables** – You may rely only on our final written deliverables and not on oral advice or draft deliverables. If you wish to rely on something we have said to you, please let us know so that we may prepare a written deliverable on which you can rely.
- 2.7 **Monitoring** – We shall not update our advice for any changes in law or regulations, or their interpretation, that occur after the date of the services provided.
- 2.8 **Deemed knowledge** – In performing the services we will not be deemed to have information from other services we or other PwC firms may have provided to you.

### **3 Your responsibilities**

- 3.1 **Information** – In order for us to advise you properly you will make sure that (i) any information given to us by you, or anyone else working with or for you, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the services.
- 3.2 **Your obligations** – Our performance depends on you performing your obligations under the contract. We are not liable for any loss arising from you not fulfilling your obligations.

### **4 Fees**

- 4.1 **Payment for services** – You agree to pay us for our services. Any estimate we may give you is not binding.
- 4.2 **Basis of fees** – Our fees may reflect not only time spent, but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research together with the level of skills and expertise required of the personnel needed to perform and review the services. Our fees may include any time spent travelling for the purpose of the services that cannot be used productively for other purposes.
- 4.3 **Expenses** – You will pay any relevant expenses that we incur in connection with the services.
- 4.4 **Taxes** – You will also pay any taxes, including VAT, that are due in relation to our deliverables and services. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make.
- 4.5 **Invoices and payment** – Unless otherwise provided in the agreement we may invoice you on a monthly basis and all invoices are payable within 14 calendar days of the date of the invoice. If you do not pay an invoice on time we may charge you interest at the rate set by law.

### **5 Confidentiality**

- 5.1 **Confidential information** – We and you agree to use each other's confidential information only in relation to the services, and not to disclose it without prior written consent, except i) where required by law or regulation or by a professional body of which we or our staff are members, or ii) where necessary to our legal advisors or insurers. However, we may give confidential information to other PwC firms or relevant subcontractors or service providers as

long as they are bound by confidentiality obligations, and to your advisers who are involved in the relevant matter. The obligations to keep the information received in connection with the contract confidential shall remain in legal effect for three years after receipt of such information. The above will not apply to information which (i) is publicly available, or (ii) has been received from someone else who owes no duty of confidence in relation to it, or (iii) was already known by the receiving party.

- 5.2 **Referring to you and the services** – We and other PwC firms may wish to refer to you and the services we have performed for you when marketing our services, we and they may also wish to use your company logo when citing our experience in proposal documents. You agree that we and they may do so, as long as we do not disclose your confidential information.

- 5.3 **Performing services for others** – You agree that we may perform services for your competitors or other parties whose interests may conflict with yours, as long as we do not disclose your confidential information and we comply with our ethical obligations and no conflict of interest arises.

### **6 Intellectual property rights**

Where there are any intellectual property objects in the deliverables we will own the intellectual property rights in the deliverables and any materials created under the contract, and you will have a non-exclusive, non-transferable licence to use the deliverables for your own internal purposes.

### **7 Data protection**

- 7.1 **Personal data** – You agree that we may process your employees, contractors, clients and other individuals' personal data for the purposes of any of (i) providing the services, (ii) maintaining our administrative or client relationship management systems, including the use of IT outsource providers, (iii) quality and risk management reviews, and (iv) providing you electronically or otherwise with information about us and our range of services, as well as services of other PwC firms.

- 7.2 **Data processor** – Where we act as your data processor, we will act only on your lawful instructions and we will comply with the relevant laws and keep such data confidential and secure.

7.3 **Data transfers** – We may, for the purposes in clause 7.1, transfer the personal data outside the European Economic Area (but only: (i) to a recipient who is in a country which provides an adequate level of protection for personal data, or (ii) under an agreement, which covers the EU requirements for the transfer of personal data to data processors outside the EEA or the regulator's consent).

## 8 **Liability**

8.1 **Specific types of loss** – You agree that we will not be liable for (i) loss or corruption of data from systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.

8.2 **Our liability** – You agree that we will be liable only when we are at fault for our actions or omissions. Our total liability (including interest) for all claims connected with the services or the contract (including but not limited to negligence) is limited to twice the fees payable for the services or the actual damages whichever is the lesser. It is agreed that our fees have been determined in consideration of, and reflect, the limitations set forth in this clause.

8.3 **Sharing of limit** – Where we agree in writing to accept liability to more than one party, the limit on our liability in clause 8.2 will be shared between them, and it is up to those parties how they share it.

8.4 **No claims against individuals** – You agree to bring any claim in connection with the services only against us, and not against any individual, however described.

## 9 **PwC firms and subcontractors**

9.1 **Subcontractors** – We may use other PwC firms (each of which is a separate and independent legal entity) or subcontractors to provide the services. We remain solely responsible for the services.

9.2 **Restriction on claims** – You agree not to bring any claim (including a claim for negligence) against another PwC firm (or its partners, members, directors or employees) or subcontractors.

9.3 **Group members** – You will ensure that no group member including your subsidiaries, associated companies and holding company (unless a party to the contract), both while they are a group member and thereafter, brings any

claim against any PwC firm (or its partners, members, directors or employees) or subcontractors in respect of any liability relating to the services or the contract.

## 10 **Materials**

10.1 **Policy** – We may retain copies of all materials relevant to the services, including any materials given to us by you or on your behalf.

10.2 **Release** – We will not release materials which belong to us (including our working papers) unless we have specifically agreed to do so. We may require a release letter from the recipient as a condition of disclosure.

## 11 **Termination**

11.1 **Immediate notice** – Either we or you may end the contract immediately by giving written notice to the other if (i) the other materially breaches it and does not remedy the breach within five business days upon receipt of a notice, (ii) the other is or appears likely to be unable to pay its debts or becomes insolvent or (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement.

11.2 **30 days' notice** – Either we or you may end the contract on 30 calendar days' written notice.

11.3 **Fees payable on termination** – You agree to pay us for all services we perform up to the date of termination. Where there is a fixed fee for services, you agree to pay us for the services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the agreement. If a contingent fee cannot be paid for regulatory reasons, you agree to pay all outstanding fees on the basis of time spent, unless alternative arrangements have been agreed.

## 12 **Dispute resolution**

12.1 **Negotiation** – If a dispute arises, the parties will attempt to resolve it by discussion and negotiation before commencing legal proceedings.

12.2 **Law and jurisdiction** – Latvian law will govern the contract. The Latvian courts will have exclusive jurisdiction over any dispute, whether contractual or non-contractual.

12.3 **Limitation period** – Any claims must be brought no later than two years after the date the claimant should have been aware of the potential claim and, in any event, no later than four years after any alleged breach.

## 13 General

13.1 **Matters beyond reasonable control** – No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

13.2 **Entire agreement** – The contract forms the entire agreement between the parties in relation to the services. It replaces any earlier agreements, representations or discussions. No party is liable to any other party (whether for negligence or otherwise) for a representation that is not in the contract.

13.3 **Your actions** – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.

13.4 **Assignment** – Unless the contract expressly provides otherwise, no party may assign, transfer or deal with their rights or obligations under the contract without the prior written consent of the other party, except (i) we may assign any debts to another party for collection, and (ii) we may novate the contract to a transferee of all or part of our business. Any assignment without the prior written consent (except as provided above) shall be null and void.

13.5 **Survival** - The provisions of the contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind each of the parties including, but not limited to, 2.2., 2.3, 2.4, 2.6, 2.7, 4, 5, 6, 7, 8, 9, 11.3, 12, 13 and 14.

## 14 Interpretation

In this contract the following words and expressions have the meanings given to them below:

**PwC firm** – any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities;

**services** – the legal assistance set out in the agreement;

**deliverables** – any documents (in whatever form) we provide to you from time to time;

**the contract** – these terms, any agreed service specific terms and the agreement to which they relate;

**we, us or our** – refers to the law firm “PricewaterhouseCoopers Legal” with their registration No. 90010364699 and with registered office at Krišjāņa Valdemāra iela 21-21, Riga, LV-1050, Latvia;

**you, your** – the party or parties to this contract (excluding us).