

GrlicaLaw Terms of Service

These Terms of Service (“**Terms**”) regulate and shall apply to provision of any legal, tax, business advisory services or any other services (“**Services**”) provided to you by **Odvetniška Pisarna GRLICA o.p.d.o.o., Miklošičeva cesta 18, 1000 Ljubljana, Slovenia**, business registration number: **9042601000** and/or any other lawyer(s), advisers, of counsels, employees, trainees and/or any other professional(s) or other affiliated persons (companies or professionals) operating under GrlicaLaw trademark or within the GrlicaLaw network (hereinafter collectively: “**GrlicaLaw**”, “**Consultant**” or “**we**”).

BY ORDERING OR RECEIVING SERVICES (AS APPLICABLE AND WHICHEVER HAPPENS FIRST) PROVIDED BY GRICALAW IN ANY FORM, YOU, AS A USER OR RECIPIENT OF SUCH SERVICES (“**you**” OR “**Client**” OR “**User**”) AGREE TO BE BOUND BY THESE TERMS.

1. Confidentiality

- 1.1. The relationship between the Client and the Consultant shall be deemed confidential relationship in which all parties are obliged to protect all data and facts, the nature of which so requires, as an attorney secret, as well as any information and facts for which any contracting party so expressly requires.
- 1.2. The Consultant shall not use any data and facts that will become known to the Consultant in the performance of Services for any purpose not connected with the provision of such Services, nor will disclose it to third parties.
- 1.3. Any information, document, data or fact exchanged between the Client and the Consultant related to or in connection with the Services, shall not be disclosed to any third party without the prior written consent of both, the Consultant and the Client. The foregoing shall not be applicable to any information, document, data or fact that is publicly available when provided or thereafter becomes publicly available other than through a breach of these Terms, or that is required to be disclosed by judicial or administrative process or otherwise by applicable law.
- 1.4. **Non-disparagement.** As a Client, you agree not to, directly or indirectly, make any disparaging or derogatory statements regarding the Consultant and any of its affiliates, their business, services or their directors and officers and other personnel or otherwise interfere with or harm the Consultant’s business interests, to the fullest extent such restrictions are permissible under applicable law.

2. Client’s Duty to Cooperate

- 2.1. The Client shall provide the Consultant promptly and without special re-request with all documents and information necessary for the provision of Services. Furthermore the Client shall timely

inform the Consultant of any incidents or circumstances which could be relevant for the provision of the Services. This also applies to such documents and information, instances or circumstances which become known in the course of the provision of the Services.

- 2.2. The Consultant may assume that the information and documents submitted are complete and accurate. Upon request Client shall provide written confirmation regarding such completeness and accuracy.

3. Legal fees and payment

- 3.1. The Client agrees to compensate the Consultant in the amount quoted in written form (including, but not limited to electronic means of communication) to the Client by the Consultant prior to the performance of any particular task (Fixed Price; excluding VAT, if applicable). If no such quote of the Fixed Price has been provided for particular service, consulting fees shall be calculated as the product of the number of hours the Consultant spent performing the tasks ordered and required by the Client, whereas standard hourly rate for such consulting shall be EUR 170 (excluding VAT, if applicable), increased for 4% adm. expense fee. You acknowledge and agree that the standard hourly rate might be updated and amended from time to time at Consultants sole discretion. If you continue to order and request Services after such change you agree with the payment of fees as calculated on the basis of such amended rate.
- 3.2. Payment of our invoices is due within 8 calendar days of the invoice issuing date unless other arrangements have been agreed in writing (for avoidance of any doubt, including via e-mail). Invoices are payable in the currency in which they are nominated (but we may decide to accept another currency for the payment of services).
- 3.3. If invoices are not paid within 8 calendar days of the invoice issuing date, we reserve the right to charge interest from that date at the statutory default interest rate. All estimates or quotations given by us and all fees and expenses charged by us are exclusive of VAT which will be charged where VAT is applicable to our fees and on any expenses that are subject to VAT.
- 3.4. If payments are overdue, we also reserve the right to immediately suspend or terminate work on services and, to the extent allowed under applicable regulations, to retain the documents and papers which belong to you or which have been supplied to us for the purpose of carrying out your instructions.

4. Conflict of Interest

- 4.1. The Consultant shall avoid conflict of interest.
- 4.2. The Consultant may provide services to another party who has general interests, which compete or conflict with the Client's ("**Competing Party**"). The Consultant and its advisors are and shall remain free to provide services to Competing Parties, except that where the interests of the Competing Party conflict with the Client's specifically and directly in relation to the subject matter

of the Services in the course of the provision of those Services. The Consultant seeks to identify Competing Parties in such circumstances. If the Client knows or becomes aware that the Consultant is advising or proposing to advise such a Competing Party the Client shall inform the Consultant promptly.

5. Intellectual Property and Copyright

- 5.1. The Consultant reserves and retains all intellectual property rights regarding its work and services (including any legal advice or any other deliverables which shall include but shall not be limited to any legal opinions, summaries, draft contracts, court or other submissions and electronic correspondence). All copyright, trademark, trade secret and other intellectual property rights shall remain at all times the sole and exclusive property of the Consultant.
- 5.2. No part of any written or oral legal, business or other advice, memo, draft report electronic correspondence (be it via e-mail, phone, Telegram, Skype, Viber, WhatsApp or any other means of electronic communication) or any other oral or written or oral document or idea produced by the Consultant (collectively: “Product”) may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of the Consultant.
- 5.3. As a Client, you are granted a limited, non-transferable licence to use the Product for the purposes it was ordered and delivered to you (“**GrlicaLaw Licence**”), provided that the Consultant’s services necessary for the delivery of the Product have been fully paid. If the Consultant’s services with regard to the Product have not been paid in full, the GrlicaLaw Licence can be revoked at any time.

6. Disclaimer and Limitation of Liability

- 6.1. The Consultant is liable for damages as a consequence of errors at the provision of Services only to the extent such errors are a result of gross negligence; only to the Client and only up to the net amount of the actually received payment for Services provided to that Client. In no circumstances will the aggregate liability of the Consultant exceed USD 15,000.
- 6.2. The Consultant shall not be liable for any damages as a consequence of errors at the rendering of Services should such errors be a result of ordinary negligence. The Consultant shall not be liable whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Services, for loss of profits, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill, or for any other special, punitive, indirect or consequential loss or damages.
- 6.3. The Consultant shall not be liable for any payments of remuneration for services performed or to substitute any incurred losses or lost profits of the Client. If the Client fails to timely communicate to the Consultant all facts, evidence and relevant information in its possession, the Consultant shall

not be liable for any damage resulting from such omission. The Client may exercise its claims against the Consultant only within 5 months following the day the Client learnt (or could have learnt) of the grounds for such a claim, but in no case after one year after the date when the services giving rise to the claim were performed. Any claims against the Consultant cannot be assigned to any third person.

- 6.4. The Consultant shall not be liable for any damages as a consequence of errors at the rendering of Services should the Client not send the Consultant a written notice with a detailed description of the alleged error within 8 days following the day the Client learnt (or could have learnt) about the alleged error and not give the Consultant the opportunity to correct the error and/or remedy the breach in the way the Consultant considers appropriate.
- 6.5. The Client specifically acknowledges that any business involving cryptocurrencies or any blockchain related technologies, products or businesses, is connected with inherent legal and tax risks of unfavorable regulatory, judicial and administrative action that can neither be fully predicted nor eliminated at this stage of development. The Client further acknowledges that the regulatory and tax framework may be subject to radical (even retroactive) changes in future (including changes of official positions of regulatory and tax bodies). Also, the Client acknowledges, that regulatory, tax, judicial and/or any other authorities and/or public agencies are independent and that their legal views, official positions or any potential future decisions taken with regard to the Client and/or its business may differ from legal views and opinions provided or expressed by the Consultant.
- 6.6. The Client acknowledges that the Consultant provides general legal and tax advisory regarding online international business involving blockchain technologies. For any legal or tax implications regarding Client's business activities in particular jurisdiction, local legal experts, tax specialists or any other professional advisers qualified for that particular jurisdiction should be consulted.
- 6.7. In cases of any services provided by the Consultant for the new or existing Client free of charge (as a courtesy, for promotional purposes or any other reason), no reliance may be placed on such the Consultant advice or services by the Client whatsoever and the liability of the Consultant for such advice or services is excluded to the full extent.
- 6.8. The courts, state bodies, state agencies and other regulatory and governmental institutions are autonomous and independent, which makes it impossible to anticipate their decisions in individual cases. The decision of one court is in no way binding for the other courts. Interpretation of the applicable law by courts, state bodies, state agencies and other regulatory and governmental institutions may vary significantly and be inconsistent with the interpretation by the Consultant. Aforementioned especially (but not limited to) applies to cryptocurrencies, NFTs or any blockchain related technologies as there is lack of and/or ambiguous regulation (applicable law) and limited or no jurisprudence on these issues.

7. Termination of Services

- 7.1. We expect to act on a matter until it is completed. We are entitled to terminate our services where we have good reason to do so and upon the giving of notice of 5 days.
- 7.2. Notwithstanding any other provision of these Terms, in case that Client's activities or business may at any time reasonable damage reputation of the Consultant and/or its advisors (in particular, but not limited to: if the Client refuses to comply with any applicable laws in any jurisdiction it operates, or violates any applicable legislation, or if the Client avoids paying any applicable taxes or does not comply with data protection, AML/KYC or any other legal requirements, or in case of any other reasonable ethical concerns with regard to the Client's business or business of associated persons (in particular, but not limited to: founders, shareholders and/or managers) of the Client), the Consultant may at any time and without prior warning immediately discontinue provision of any already ongoing Services and/or immediately discontinue engagement, and in such case the Consultant shall not be liable to the Client for any damages whatsoever.

8. General

- 8.1. Neither the Consultant nor the Client shall be in breach of their contractual obligations nor shall they incur any liability to the other if the Consultant or the Client are unable to comply with these Terms as a result of any cause beyond the Consultant's or the Client's reasonable control.
- 8.2. These Terms shall be governed by the Laws of the Republic of Slovenia without its conflict of laws rules.
- 8.3. Any dispute, disagreement or claim arising out of or in connection with these Terms, including its breach, termination or validity, shall be resolved by the parties through mediation in accordance with the Mediation Rules of the Permanent Arbitration at the Chamber of Commerce and Industry of Slovenia. If the dispute, disagreement or claim has not been settled pursuant to the said rules within 180 days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled by the competent court in Ljubljana, Slovenia.
- 8.4. The failure or delay of the Consultant at any time to require any performance or payment or to resort to any remedy provided under these Terms shall in no way affect the right of the Consultant to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by the Consultant of a breach be deemed to be a waiver of any subsequent breach.
- 8.5. These Terms may be modified, changed, supplemented or updated by the Consultant at its sole discretion at any time without advance notice.

Last updated on 09.01.2024