



LEGAL CONSULTING AGREEMENT

No. [●]

THIS LEGAL CONSULTING AGREEMENT (the "Agreement") is made and entered into this [●] day of [●] (the "*Effective Date*") by and between:

- (1) **CAC SIA**, a company established, incorporated and registered under the laws of Latvia as a Sabiedrība ar ierobežotu atbildību (a private limited company) with the United registration number: 40103289166 whose registered office is at Citadeles iela, 2-610, Riga, Latvia, LV-1010 (hereinafter referred to as the "*Executor*"), represented by Mr. Aleksejs Jeļisejevs, the Chairman of the Board, and
- (2) [●], a citizen of [●] born on [●], holding a Passport [●]; issued on [●]; the issuing country: [●]; the issuing authority: [●], having the permanent address (the registered place of residence) [●](hereinafter referred to as the "*Customer*"),

hereinafter individually and collectively referred to respectively as the "*Party*" and the "*Parties*",

WHEREAS, the Customer wishes to engage the Executor to provide the legal services described herein and the Executor agrees to provide this legal services for consulting and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Customer and the Executor, intending to be legally bound, agree to the terms set forth below.

1. OBJECT OF THIS AGREEMENT AND SCOPE OF SERVICE

- 1.1. The Customer shall order and the Executor shall undertake to provide services in respect of legal consulting. The terms of Executor's engagement will be governed by this Agreement, subject to any amendments which the Executor may from time to time agree with the Customer in writing.
- 1.2. The Executor shall act as a counsel responsible for providing the Customer with overall advice on legal issues involved **in matters relating to [●]** (the "*Matter*"). The Executor's duties and responsibilities shall be **[●] in respect of this Matter** (collectively, the "*Services*").
- 1.3. The Executor represents and warrants to the Customer that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Services. The Executor represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which it performs the Services concurrently with those performed herein.



- 1.4. The Executor's advices and the Services will be based on its understanding of the relevant statutes, case law and practice as at the time it is given, and any subsequent changes in law and practice may therefore affect its conclusions. The Executor is under no legal obligation to update its advice and the Services once given for any subsequent changes in law or practice, and do not undertake to do so.
- 1.5. Until another place will not be agreed by the Parties, the Executor should provide the Services under this Agreement **on the territory of [●]**.

2. INSTRUCTIONS

- 2.1. The Executor shall perform Services under this agreement according to the instructions of the Customer (the "*Instructions*").
- 2.2. The Executor will treat the Customer as its client for professional purposes, and is authorized to take Instructions from any representative of the Customer identified to him for this purpose and to assume that each such person is properly authorized to give those Instructions.
- 2.3. Any advice and/or Services provided by the Executor are for benefit of the Customer and may not be used or relied upon by anyone else. Where responsibility for advice and Services provided to the Customer is that of the Executor then, to the fullest extent permitted by law and regulation, no individual who is a member or employee of, or consultant to, the Executor accepts or assumes responsibility to the Customer or to anyone for advice and Services provided to the Customer. The Customer agrees (to the extent such agreement is enforceable under applicable laws and regulation) that he will not bring any claim in connection with such advice and/or Services, whether on the basis of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise, against any shareholder, director, member of Board, employee of, or consultant to the Executor.
- 2.4. The Customer will ensure that the Executor is supplied, and will instruct his other advisers involved in the Matter to supply the Executor, with all information in his or their possession that the Executor reasonably requires in order to enable it to perform the terms of its engagement or that is material to its engagement. Unless the Customer has expressly asked the Executor to do so, the Executor will not seek to verify or check any information provided to the Executor by the Customer, or by other on his behalf, and the Customer acknowledges that the Executor shall be entitled to rely on such information when performing the Executor's obligations under its engagement.
- 2.5. The Customer should not assume that information that the Customer may have produced to directors or staff of any employees of the Executor in relation to the Matter will be made available to lawyers working on another matter. It is important therefore that all information that has a bearing on a matter should be provided



directly to the relevant team, even if it has already been provided to other staff of the Executor in the course of a different matter.

3. DOCUMENTATION AND DOCUMENTATION STORAGE

- 3.1. During the Executor's work on the Matter and providing the Services, the Executor may show the Customer drafts of its advices, reports or documents for the Customer's comment. The Customer cannot rely on a draft until its content has been finalized and confirmed to the Customer in writing. The Executor will not be responsible if the Customer's choose to act, or refrain from acting, on the basis of a draft. Multiple copies and versions of documents may exist in different media. In the case of any discrepancy, the signed hard copy is definitive.
- 3.2. The Executor confirms that it will send all original signed deeds, contracts and other documentation generated in connection with the Matter and the Services to the Customer. The Customer will be entitled to use and copy for himself all documentation created by the Executor in the course of his engagement. However, all copyright and other intellectual property rights in the documentation and all original ideas created by the Executor and relating to or connected with the Executor's engagement in any way will remain property of the Executor. Unless otherwise agreed between Parties, the Executor will be free to use any of documentation to form the basis of any other matter and to use the intellectual property rights and original ideas to give any advice to other clients, provided the Executor does not breach its duty of confidentiality to the Customer.
- 3.3. Whilst some documents may legally belong to the Customer, the Executor reserves the right to destroy correspondence and other copies of documents, including electronic copies, once the Executor believes they need no longer be retained for legal reasons, unless the Customer writes to the Executor telling it not to do so. If the Customer wishes the Executor to keep documents for a longer period, the Executor reserves the right to charge a fee according to its storage costs for those documents. The Executor will not destroy physical documents that the Customer asks it to deposit in safe custody. All the originals of documents passed to Executor must be returned to the Customer if Executor does need them any more.
- 3.4. The Executor does not normally make a charge for retrieving stored documents in response to continuing or new instructions to act for the Customer. However, the Executor reserves the right to make a charge based on the time it spends on reading papers, writing letters and on other work necessary to comply with the Instructions.
- 3.5. In the course of the work under this Agreement and providing the Services, the Executor may communicate electronically with the Customer and his representatives as well as his advisers and others, and the Executor will do so on the basis that the Customer accepts the risks (including, but not limited to, delays, the security risk of interception and the risk of viruses), except in the case of the Executor's negligence, wilful default or



dishonesty. The Parties recognize that they will be responsible for maintaining and protecting their own security and systems. The Executor may monitor communications in accordance with applicable laws and regulations in order to establish facts, to determine that communications using its systems are relevant to its business or to comply with laws or regulatory practices and procedures.

4. STAFFING AND THIRD PARTIES

- 4.1. The Executor will staff the Matter and Services with lawyers, specialists and experts of an appropriate level of seniority for the relevant parts of the Matter and Services, so as to ensure (so far as the Executor is able) that the Matter proceeds expeditiously without the Customer's incurring legal charges which are inappropriately high. The final decision as to which lawyer, specialist or expert carries out a piece of work will be taken by **Mr Aleksejs Jelisejevs**.
- 4.2. As a part of the Services, the Executor may be required to recommend and instruct on the Customer's behalf law firms, experts, barristers, auditors and other third parties. The Executor will seek the Customer's approval before instructing any such persons and instruct only appropriately qualified third parties in each area. However, the Executor is unable to accept responsibility for the acts and omissions, breaches or defects of any third party whom the Executor instructs on behalf of the Customer.
- 4.3. Local counsel, responsible for providing advice and assistance on facts, local laws and regulatory matters and other relevant issues, and in the obtaining of local information (documentary and witness testimony) may be selected and appointed in connection with the Matter and the Services if the Executor deem it necessary and the Customer agrees to thus. The Customer acknowledges that neither the Executor nor local counsel (if appointed), is principal or agent for the other, that both are retained for their services as described above and that neither is responsible to the Customer for advice or other work or acts or omissions of the other.

5. INVOICING AND REPORTING

- 5.1. Unless an alternative invoicing cycle is agreed with the Customer, the Executor will seek to provide the Customer with such work-in-progress reports as the Customer requires and the Executor will normally invoice the Customer concerned at monthly intervals, on the basis of the hours recorded by the Executor. The Executor will endeavor to ensure that all time recorded and all expenses for each period are included in the bill although, inevitably, some items (e.g. travel expenses and counsels' fee notes) may arrive late, in which case they will appear in a subsequent bill. The bill will identify the fee earners concerned and the hours worked. The Customer is requested to let the Executor know as soon as reasonably practicable if there are any queries on an invoice, so that any problems can be corrected during the engagement.
- 5.2. Invoices must be paid within 10 business days of delivery. The Executor's fees are based on the assumption that its bills are paid on time. If payment is delayed beyond 10 business days, the Executor reserve the right



(except to the extent that any fee is the subject of an unresolved query bona fide raised with the Executor) to charge interest on overdue bills at 15 per cent. per annum.

- 5.3. If the Customer will have any questions concerning part of one of the Executor's bills, this will not delay payment of the balance. In the event of a payment not being made the Executor reserves the right to decline to act further and the amount of work done up that date will be charged for.

6. FEES AND TOTAL COSTS

- 6.1. The Executor will charge for the time spent by its staff of lawyers, specialists and experts working for the Customer on the Matter and the Services on the basis of discounted hourly rates as set out in the Clause 6.2 below. This rate will be subject to annual review and the new rate will be discussed and agreed between Parties at the relevant time.
- 6.2. The Executor's agreed discounted hourly rate is **EUR [●]**. This rate is exclusive of VAT and similar taxes (if any) and disbursements, which will be charged in addition.
- 6.3. The Executor considers and guarantees that a budget of its total fees for providing the Services (excepting costs and expenses under the Clause 6.5 below) would be included the special discount in amount of **[●] per cent**. For the avoidance of doubt, all costs and expenses of the Executor under the Clause 6.5 below should be paid and compensated by the Customer in any case and without any deductions in addition to above mentioned fees.
- 6.4. The Executor does not charge for word processing facilities, internal printing (including internal drafts and photocopying) or the like as well as for postage and domestic telephone calls.
- 6.5. International telephone calls, video conference calls and all facsimile transmissions are charged at standard rates, again designed to recover the Executor's costs. Courier and translation charges are charged out at cost. The Executor's travel expenses (including, but not limited to, air travel and accommodation expenses) or the like are charged out at cost.
- 6.6. From time to time suppliers of non-legal services may give the Executor retrospective rebates based on the quality of services supplied over a period of time. But the Customer accepts that the Executor shall be entitled to retain any such rebates and has no obligation to pass on, in anyway, the benefit of any such rebate.
- 6.7. Under normal circumstances, the Executor should not provide copies of receipts or records of disbursements. However, the Customer may request copies of such items, at his discretion, upon prior reasonable written notice.



- 6.8. The Executor considers and guarantees that a budget of its total fees for providing the Services should not exceed **EUR [●]** (exclusive of VAT), which will be a maximum amount of a remuneration of the Executor for the Services.

7. PAYMENTS

- 7.1. The Executor's invoices should be paid by the Customer in accordance with Clause 5.2 above.
- 7.2. **The amount of EUR [●] should be paid by the Customer in advance within 3 (three) business days of Effective Date.** This advance payment will be set-off against the Customer's indebtedness of costs and expenses of the Executor under the Clause 6.5 above in order to provide these costs and expenses.
- 7.3. Unless otherwise expressly stated in an agreement between the Parties, all payments to be made under this Agreement shall be made in EUR by electronic funds transfer for same day value in immediately available funds to the bank account of the Executor as designated in accordance with its invoices.
- 7.4. The Customer guarantees the legal origin of the funds that are used for all the types of payments under this Agreement. At the request of the Executor the Customer is obliged to confirm the legal origin and the source of origin of the funds to be used for any payment under this Agreement.

8. LIABILITY, ROLE AND COMMUNICATING

- 8.1. In certain circumstances, there is a risk that the Executor would be prejudiced as a result of arrangements the Customer makes with other advisers limiting their liability to the Customer or of circumstances where the Customer is otherwise unable to recover from them the full amount of any loss they have caused it. If this occurs in circumstances where the Executor would also be liable, the Customer agrees that the Executor's liability to it will not be increased beyond what it would have been, on a just and equitable basis, having regard to any contributory negligence of the other adviser, in the absence of those arrangements or circumstances. This will be so, regardless of whether such adviser is or could be a party to any relevant proceedings, or any liability of such adviser is or could be limited, excluded, time barred or otherwise irrecoverable.
- 8.2. The Executor shall not be liability in any way for failure to perform its respective obligations in relation to the Matter and the Services if the failure is due to causes outside the reasonable control of the Executor, as the case may be, who has failed to perform.
- 8.3. The Executor confirms its role as a legal adviser of the Customer in relation to the Matter and the Services, and seeks the Customer's express request to receive communications in the course of the Matter and the Services, as follows:



- (a) its role is to act as the Customer's legal adviser in relation to the Matter as well as the Services and it is not part of its function to give advice on the merits of investment transactions or to act as a broker or arranger of transactions;
 - (b) it is assumed that a decision of the Customer to discuss or negotiate any transaction (on which the Executor acts for the Customer) has been, and any decision actually to enter into any such transaction will be, made by the Customer on the basis of the Customer's own assessment of the business, financial and policy aspects of the particular transaction;
 - (c) no communication from the Executor (whether oral or written and in whatever form received) should be construed as an invitation, recommendation or inducement (direct or indirect) to the Customer or anyone else to engage in investment activity, including (without limitation) the purchase or underwriting of any specific contract of insurance;
 - (d) it is not part of the Executor's role to communicate on behalf of the Customer or anyone else invitations or inducements to engage in investment activity; and
 - (e) in the course of any transaction on which the Executor acts for the Customer and in order to complete it (as well as the Matter and the Services), it is expected that the Executor will communicate with the Customer, his other advisers and the other parties to the transaction (and their advisers) in a number of ways, including but not limited to, by telephone, email, fax and letter and in meetings. Amongst other things, the Executor expects to circulate various documents for a review of the Customer and to arrange and participate in meetings and conference calls to discuss, negotiate, agree and sign the relevant documents.
- 8.4. For the avoidance of doubt, the Customer acknowledges, agrees and confirms that he has received such information concerning the status or nature of the Executor and the Executor's staff as he deems appropriate to make an informed decision to enter into this Agreement.
- 8.5. The Executor cannot be certain that it will identify all situations which exist or may develop where the Executor is advising entities whose interests may compete or conflict with the Customer's own. It is difficult for the Executor to anticipate all situations which the Customer might perceive to involve a conflict. The Executor requests that the Customer notifies the Executor promptly of anything which the Customer thinks might involve a potential conflict between the interests of, or duties owed to the Customer and the interests of, or duties owed to, those of another of the Executor's clients. Subject to the Executor's compliance with the professional rules which regulate its conduct as lawyers, the Executor should not be prevented or restricted by virtue of its relationship with the Customer from advising other clients.
- 8.6. The Customer covenants that he shall not, and that he shall procure that no representative, agent or other person associated with or acting on behalf of the Customer shall, either directly or indirectly, pay, offer, give, promise to pay, or authorize the payment of any money, commission, reward, gift, hospitality, inducement (including any facilitation, "grease" or expediting payment) or anything else of value to:
- (a) any government official (including any employee of an entity owned or controlled by a government);



- (b) any person acting for or on behalf of any government official;
- (c) any other person at the suggestion, request, direction of, or for the benefit of any government official;
or
- (d) any person or other legal entity;

in violation of any law or for the purpose of:

- (a) influencing any act or decision of any government official;
- (b) inducing any government official to use his influence to affect or influence any decision of a governmental authority in order to assist in obtaining, retaining or directing business;
- (c) inducing any government official to do any act in violation of his lawful duties;
- (d) securing or obtaining any improper advantage; and/or
- (e) improperly obtaining, retaining or directing business.

9. CONFIDENTIALITY

- 9.1. As lawyer, the Executor is bound by a general duty of confidentiality towards the Customer as its client. Any information which the Executor obtains from the Customer which is not in the public domain while advising on a matter is treated as confidential. In particular, the terms of this Agreement are strictly confidential and may not (except as provided below) be disclosed without prior written consent of the Customer and the Executor. On some rare occasions, the Executor may be required to disclose information to relevant regulatory authorities or government agencies, or under rules of professional conduct. In such an event, the Executor would (where both permissible and practicable) inform the Customer of the request or requirement.
- 9.2. The Executor will not use information confidential to the Customer for the advantage of a third party and, in the same way, the Executor will not use confidential information obtained from any other party for the Customer's advantage.
- 9.3. Unless the Customer expressly tells the Executor otherwise, in providing advice and/or services, the Executor may attend meeting to discuss the Customer's affairs with its other advisers and may do so openly, free from any obligation to the Customer of confidentiality. Any the Executor's lawyer, its specialist or expert may, in connection with its engagement, disclose information confidential to any other its lawyer, specialist or expert.
- 9.4. Where appropriate, the Executor uses in internal and external publicity materials the credentials obtained in undertaking work for clients. The Executor will always ask the Customer's permission before publicity claiming credit for its work for the Customer. When offering the Executor's services to other, the Executor may disclose to them that the Executor has acted for the Customer, unless the Customer instructs the Executor to the contrary.
- 9.5. The Executor may disclose the confidential information under this Agreement in the following cases:



- (a) such disclosure is pursuant to any law, regulation, enactment or any proceeding by or before any government authority or government official wherever situated (whether or not the requirement has the force of law);
- (b) this confidential information has come into the public domain through no fault of the Executor.

10. TERMINATION

- 10.1. The Customer may terminate the Executor's engagement under this Agreement in respect of the Matter or generally by notice in writing at any time.
- 10.2. The Executor may decide to stop acting for the Customer under this Agreement on the Matter or generally if the Executor has good reason and on giving the Customer reasonable notice.
- 10.3. If the Customer or the Executor decides that the Executor will stop acting for the Customer on the Matter, the Customer should pay the Executor's charges, expenses and fees on that Matter up to the time of its ceasing to act, such payment to be made within 10 business days of receipt of its invoice.
- 10.4. Unless otherwise agreed to the contrary, upon the delivery of the Executor's final invoice, its retainer in relation to that Matter is deemed to terminate.
- 10.5. In the event of termination by any Party of the Executor's engagement in relation to the Matter, Paragraph 9 of this Agreement will continue to apply in respect of that Matter after such termination.

11. CONCERNS, NEGOTIATION, MEDIATION AND JURISDICTION

- 11.1. The Executor is confident that it will give the Customer a high quality service in all respects. If, however, the Customer does have any queries or concerns about the Executor's work for the Customer, it will seek to ensure that they are resolved between Mr. Aleksejs Jeļisejevs, or in his absence another person, and the Customer, or in his/her absence any other person, by their respective nominees. If the problem cannot be so resolved to a satisfaction of the Customer, then he should deliver a written complaints procedure to the Executor. If for any reason the Executor is unable to resolve the problem in this way, the Customer may use the complaints and redress scheme operated by the legislation of Latvia.
- 11.2. The Customer and the Executor agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with this Agreement promptly through negotiations between the Customer and Mr. Aleksejs Jeļisejevs on behalf of the Executor. If the matter is not resolved by negotiation, then, before commencing legal proceedings, the Customer and the Executor will each attempt in good faith to resolve the dispute or claim by participating in a writing procedure of settlement via delivery of complaint of the interested Party. If the matter has not been resolved by this procedure within 20 business days of such procedure being



commenced, then the matter may be dealt with through legal proceedings. This clause is subject to, and does not affect, the provisions of Clause 11.1 above.

- 11.3. Subject to the dispute resolution procedure provided for in Clause 11.2 above, the Latvian courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and the Parties accordingly submit to the exclusive jurisdiction of the Latvian courts.
- 11.4. Under Clause 11.3 above any such dispute should be referred to and finally resolved by applying the prerogative jurisdiction (it means that the Parties agree in advance upon a specific dispute resolution forum; the forum is the free, voluntary choice of the Parties; thus, the agreement contains prorogation of jurisdiction clause, also known as the consent to jurisdiction and forum selection clause) unless the dispute fall within the exclusive jurisdiction, in a trial court (also known as court of first instance) of the Republic of Latvia – the Riga City Central District Court (Rīgas pilsētas Centra rajona tiesa) or the Riga Regional Court (Rīgas Apgabaltiesa), in accordance with the subject-matter jurisdiction stipulated by the Civil Procedure Act of Republic of Latvia (the Civil Procedure Act of Republic of Latvia, Article 25).
- 11.5. This Agreement and activity of the Executor as well as any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims, all matters of construction, interpretation, validity and enforcement) shall be governed by and construed in accordance with the Latvian law, without regard to any conflict of law rules or principles that might lead to the application of the laws of any other jurisdiction.

12. GENERAL AND MISCELLANEOUS

- 12.1. This Agreement may be executed in counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but the counterparts shall together constitute one and the same instrument
- 12.2. This Agreement shall be executed in English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement must be in English or accompanied by a certified English translation; in this case the English translation prevails unless the document or communication is a statutory or other official document or communication. For the purposes of legal proceedings under Clause 11.3 above the Latvian language must be used only.
- 12.3. In this Agreement, unless the context otherwise requires, business day means a day (other than a Saturday or a Sunday) on which banks are generally and simultaneously open in Latvia for normal business.
- 12.4. Each Party that has rights under this Agreement confirms that it is acting on its own behalf and not for the benefit of another person.



- 12.5. Each Party of this Agreement warrants to another Party that it fully understands the terms and effect of this Agreement and intends to be bound by them.
- 12.6. If at any time any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable in whole or in part under any enactment or rule of law in any jurisdiction, then:
- (a) such provision shall:
 - i. to the extent that it is illegal, void, invalid or unenforceable be given no effect and shall be deemed not to be included in this Agreement; and
 - ii. not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of such provision or any other provision of this Agreement; and
 - (b) the Parties shall use all reasonable efforts to replace such a provision with a valid and enforceable substitute provision which carries out, as closely as possible, the intentions of the Parties under this Agreement.
- 12.7. Any time, date or period referred to in this Agreement may be extended by mutual agreement in writing between the Parties, but, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.
- 12.8. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties. The expression "variation" shall, in each case, include any variation, supplement, deletion or replacement however effected.
- 12.9. Any delay by any Party in exercising, or failure to exercise, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any rights or remedy under this Agreement or otherwise shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 12.10. This Agreement contains the whole agreement and understanding between the Parties relating to the transactions and deals contemplated by this Agreement and supersede all previous agreements, understandings or arrangements (whether oral or written) between the Parties relating to these transactions and deals.

INFORMATION AND SIGNATURES OF THE PARTIES:

The Executor:

CAC SIA

The Customer:

[●]



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Account No (IBAN): LV96NDEA0000083828746
Bank: Nordea Bank AB Latvia branch
SWIFT code: NDEALV2X

Signed by Aleksejs Jelisejevs
for and on behalf of
CAC SIA

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Date of birth: [●]

Post address: [●]

IBAN: [●]

Bank: [●]

Signed by [●]
for and on behalf of
[●]

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