

GENERAL BUSINESS TERMS OF SERVICE PROVISION OF DELOITTE LEGAL

1. Contracts on provision of Services, specified in Clause 3 of these Terms, between the **Client** and **Deloitte Legal** are concluded in accordance with these Terms.
2. **Deloitte Legal** means the Professional Partnership of Advocates "Deloitte Legal" and, according to the cases specified in these Terms, other persons.
Deloitte Entities means Deloitte Touche Tohmatsu Limited, the United Kingdom private company limited by guarantee ("DTTL"), its member firms and their respective subsidiaries and affiliates (including Deloitte), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors (including the Subcontractors) and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL. "Deloitte Central Europe" refers to the regional organization of entities organized under the umbrella of Deloitte Central Europe Holdings Limited, the member firm in Central Europe of Deloitte Touche Tohmatsu Limited. Services are provided by the subsidiaries and affiliates of Deloitte Central Europe Holdings Limited, which are separate and independent legal entities.
The **Client** means the person to whom the Services, as it is specified in Clause 3 of these Terms, are provided. The person signing the Contract (i.a. submitting the Engagement) confirms and guarantees that it has the power and authority to (i) sign the Contract and (ii) bind, itself and on behalf of the Client.
The **Advice** means any advice, opinions, reports, findings, expertises, recommendations and any other advice provided by Deloitte Legal and/or its Subcontractors to the Client as the part of the Services.
The **Contract** is the agreement on the provision of legal services (i.a. Services listed in Clause 3 of these Terms).
The **Terms** are these "General Business Terms of Service Provision of Deloitte Legal" which are standard Contract terms. In those cases, when the Client, at the request of Deloitte Legal, has not signed the contract yet but has submitted the Engagement that Deloitte Legal has accepted in writing (i.a. by e-mail), the Services shall be performed in accordance with these Terms and the Contract shall be considered concluded.
The **Affiliate** means any company, partnership or other legal entity (except for a natural person) related to the Client which from time to time directly or indirectly controls the Client or is under the Control of the Client or is under the common Control with the Client, where the **Control** means the legal power to direct, or cause the direction, of the general management of the company, partnership or other legal entity.
3. Deloitte Legal provides a variety of legal services: advices on legal matters, prepares drafts of legal documents, carries out documents' legal expertise, represents clients in state, municipal and other institutions and maintains legal relations with other persons, defends legal interests in courts in civil or administrative cases, represents in arbitral institutions, participates as a defender or representative in the criminal cases or other legal proceedings, files such cases or provides other services, which are allowed by the national law regulating advocates activities. Legal services provided by Deloitte Legal, in addition, include certain legal actions related to the third persons and representation in relations with governmental and municipal institutions and other entities (jointly **Services**).
4. Services provided by Deloitte Legal are subject to the national law regulating advocates activities, Code of ethics for advocates and rules of Deloitte Legal, which the lawyers providing the Services have to follow. Certain Services may be subject to other laws regulating respective type of Services, rules on professional conduct and requirements on ethics on professional activity. The Services may be provided (Engagement executed) by any Deloitte Legal staff having the necessary qualification, unless the parties agree otherwise.
5. Deloitte Legal has the right to subcontract any other Deloitte Entity and/or any other third party (collectively **Subcontractor**) for provision of any Services, unless the Client specifies otherwise. The Client shall be informed on subcontracting of the Subcontractors (except in case of invoking of any Deloitte Entity). Deloitte Legal is entitled to terminate the Contract immediately, if the Client does not consent to subcontracting of the Subcontractors. Each party to this Contract is an independent contractor and neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venture or co-owner.
6. Specific Services provided for the Client and their scope depends on the specific agreement of the Client and Deloitte Legal, i.e. respective Service is provided to the Client only upon receiving the Client's order, request or assignment (**Engagement**) and Deloitte Legal having agreed (accepted) to carry it out in the manner provided in these Terms. The Client's Engagement may be expressed in any form, i.a. by electronic mail or by submitting documents. Acknowledgment (accept) of the Client's Engagement may be expressed in any form, i.a. by electronic mail or by starting execution of the Engagement. The acceptance has to be expressed by the partner of Deloitte Legal or other legal representative. The proposal of Deloitte Legal submitted to the Client shall not in any way constitute a binding offer or an acceptance of the Client's request.
7. Upon receiving the Engagement, as well as, having received an order, a request or an assignment before the conclusion of the Contract, Deloitte Legal may refuse to provide the Services to the Client, if it contravenes the laws, rules of Deloitte Legal, rules on professional conduct and requirements on ethics on professional activity or these Terms, or regarding other significant reasons, informing of its refusal within a reasonable term. An order, a request or an assignment as well shall be deemed not to have been accepted, if Deloitte Legal does not offer to conclude the Contract, except when Deloitte Legal starts to execute the Engagement received or accepts it in writing (i.a. electronic mail) as specified in Clause 6 of these Terms.
8. Representing the clients in the courts or other institutions shall be separately agreed upon by the additional written agreement between the Client and Deloitte Legal staff providing the Services, which shall be subject to the provisions of the Contract (i.a. these Terms). In the cases provided by laws, authority of the advocate or associate advocate of the Professional partnership of advocates to represent the Client shall be executed by the advocate's order. In case of termination or expiry of the Contract, all other such agreements are deemed to be terminated or expired.
9. The Client undertakes to pay the price and cover the expenses in accordance with Clauses 10 and 18 of these Terms. If the Engagement cannot be carried out due to the circumstances beyond the control of any of the parties, the Client shall reimburse Deloitte Legal only for the time spent on providing Services and compensate expenses incurred prior to discovery of such circumstances.

10. The fees for the provided Services of Deloitte Legal shall be calculated based on the hourly rate of the staff and the time-cost of the provision of the Services, unless the parties agree otherwise. The time consumption of providing the Services is determined by working time accounts of Deloitte Legal, the fairness of which is presumed, unless proved otherwise. The hourly rates in euros (excluding VAT) of the staff providing the Services are as follows:

[This information is provided upon request]

11. The fees for translation services shall be based on the number of pages translated and shall amount to EUR 32 (excluding VAT) per one page. The fee for the services of an employee of the administration and/or a trainee (paid in case of specific or large scope work) shall be paid in accordance with the hourly rate of EUR 32. The Services are subject to VAT rate applicable as per local laws effective at the moment of issuance of the invoice, which will be added to the price.
12. Higher fees than those indicated in these Terms may be applicable to certain types of Services provided by the Subcontractors, however, Deloitte Legal shall inform the Client on such fees prior to acceptance and/or execution of the Client's Engagement, and the Engagement may only be accepted upon the Client's consent to such fees. If the need to invoke Subcontractors, which should lead to higher rates, arises after the acceptance and while executing of the Client's Engagement, it shall immediately be coordinated with the Client and execution of the Engagement shall be continued only with the Client's approval of such rates.
13. The parties may agree on a fixed fee (i.a. task, unit based billing, cap fee, budget) for the certain Services (the Engagement). Such fixed fee, as well as the estimated fee for the Services indicated by Deloitte Legal shall be calculated based on an assumption that all the required documents and/or information are exhaustive, correct and delivered on time by the Client to Deloitte Legal unless agreed otherwise. Late submission of any such document and / or information shall result the increase of the agreed fee and shall be calculated based as it is specified in Clauses 10 and 11 of these Terms. In case the fixed fee is agreed for Services or estimated fee is indicated, the pre-invoice amounting to 50 percent of the fee for the Services may be issued. The parties may agree on a success fee, which may be calculated, in addition, or instead of the fee set out as it is specified in Clauses 10 and 11 of these Terms. While estimating fixed fee (budget), and/or success fee, the parties shall take into account the complexity, scope of the Services, nature, urgency, schedule of the Engagement and other relevant circumstances.
14. Hourly rates of staff providing the Services may be reviewed once per financial year and the Client shall be informed about any modified rates. In any case, the hourly rates of staff providing the Services which were valid during the period of the Service provision shall apply.
15. The invoices for the Services and incurred expenses shall normally be issued after the provision of the Services, i.e. after the complete fulfilment of the Client's Engagement. Deloitte Legal has the right to divide provision of the Services into stages, according to the essence of the Engagement. Such stages usually comprise a period of one month, after the expiry of which, Deloitte Legal has the right to issue an invoice. The invoices shall be in euros and shall be sent to the Client's electronic mail indicated in the Contract. Such submission of the invoice to the Client shall be considered as appropriate and the original of the invoice shall not be sent to the Client, unless the Client expresses such request.
16. The report under the form established by Deloitte Legal on the Services (Engagement) provided, which briefly indicates work carried out for the execution of the Engagement, time spent, the position and rates of staff who provided the Services, shall be

attached to the respective invoice. The payment of the invoice means confirmation of the Client on the proper performance of the Services, unless otherwise indicated by the Client.

17. The Client undertakes to pay the invoices received within 15 days from the date of their issuance. If the time-limit for the settlement has been exceeded, interest at the rate of 0.1 percent shall be paid from the delayed amount for each day of delay. If the invoice (including advance invoice) is not settled within 30 days from the end date of the time-limits for the settlement, Deloitte Legal has the right to terminate the Contract and/or performance of the Engagement unilaterally and immediately, without separate notice, and such reason for the termination shall be considered material. Deloitte Legal at any time may request the Client to settle the invoices by an advance payment.
18. The Client undertakes to compensate the Deloitte Legal for the out-of-pocket expenses related to performance of the Engagement (i.a. courier service, postal, fees for obtaining and collection of information, document filing, processing, copying, transportation, communication costs, fees for the provision of the Subcontractors' services, levies for notary, bailiffs, state and/or municipal, translation expenses, accommodation expenses). Significant expenses, especially related to the services provided by the Subcontractors, shall be subject to a prior consent by the Client. The latter expenses shall be covered by an advance payment, unless Deloitte Legal and the Client agree otherwise. The travel of Deloitte Legal staff outside of the city where Deloitte Legal office is located shall be paid under the consumption of travel time and hourly rates of Deloitte Legal staff, indicated in Clause 10 of these Terms.
19. Deloitte Legal undertakes to provide Services and execute other responsibilities specified in the Contract and these Terms as efficiently and in a commercially prudent manner as possible, to act as the representative, advisor of the Client and to follow the Client's instructions, as well as, defend the Client's legal interests in relations with the third parties. Deloitte Legal undertakes to execute the Engagement in reasonable manner and good faith, that it serves the Client's interests the best.
20. The parties hereby undertake, during the validity term of the Contract, to provide each other immediate notification on occurrence and existence of any event, circumstance or condition, which may have any influence on the Contract or result its breach as well as that they will act in good faith to each other and will put all efforts in order to ensure the proper performance of the Contract. The Client shall cooperate with Deloitte Legal (and Subcontractors), provide all the information required in order to carry out the Engagement, to provide the available documents and data and to notify Deloitte Legal (and its Subcontractors) immediately on improper performance of the Engagement. In case any information, available data or an existing document has not been provided, it shall be considered to be non-existent. The Client shall be responsible for the provision of data and information on time, its accuracy and completeness, as well as, for the implementation of any Advice provided as part of the Services. Deloitte Legal (and Subcontractors), providing the services, may use and rely on information and data furnished by the Client without verification.
21. The Client shall be solely responsible for, among other things: (A) making all management judgements and decisions, and assuming all management responsibilities; (B) designating an individual, preferably within senior management, to be responsible for the Client's decisions and to oversee the Services; (C) providing oversight of the Services and evaluating the adequacy and results of the Services; (D) accepting responsibility for the actions, if any, to be taken arising from the results of the Services.
22. The Services shall be provided by Deloitte Legal in accordance with the laws, legal acts, case law, rulings and other legal resources valid at the time the specific Services are provided

(Engagement executed), unless otherwise specified or the essence of an Engagement requires otherwise. Subsequent changes in or to the foregoing (for which Deloitte Legal shall have no responsibility to advise the Client, unless the parties agree otherwise) may result in that the Services provided by Deloitte Legal can no longer be relied upon.

23. In formulating any results of the Service and/or Advice as part of the Services, Deloitte Legal may discuss respective ideas with the Client verbally or present the Client drafts of such results of the Service and/or Advice. Deloitte Legal shall not be responsible, if the Client or other persons decides to rely on (i.a. verbal Advice), act or refrain from acting on the basis of any drafts, unless the final version of such drafts (i.a. verbal Advice) is prepared and confirmed to the Client in writing or in the electronic form.
24. If it is not the same case or the same legal relation, the Client agrees that upon expiration of the Contract or after the execution of the Engagement (i.a. the representation in or defence in case), Deloitte Legal has the right to provide the Services (i.a. advice, represent or act) against the Client, if the confidentiality of information is secured. The Client agrees that Deloitte Legal would provide the Services against the former client, if the confidentiality of information of the Client and the former client will be secured.
25. The Client agrees that ensuring the protection of the Client's interests (i.a. limitation of the Confidential Information and by forming different Deloitte Legal staff), Deloitte Legal would provide Services to existing clients, whose interests became opposing or there is a real probability that a conflict of interest will arise in the future, after both clients have already become clients of Deloitte Legal.
26. According to the Contract, the compensation of the losses (damages) shall be limited to the amount equal to the fee received by Deloitte Legal from the provision of the Services for the execution of the Engagement, except for the cases when the damage has resulted from a wilful misconduct or gross negligence of Deloitte Legal. The civil liability of the parties shall be limited to the compensation of direct losses only. Civil liability of the parties shall only arise upon the presence of all the conditions for the liability, including fault of the party that has caused the damage. Deloitte Legal shall not be responsible for the improper execution of the Engagement, if it was caused by the actions of the Client uncoordinated with Deloitte Legal.
27. In circumstances where all or any portion of the provisions of Clause 26 of these Terms are finally determined to be unenforceable, the aggregate liability of Deloitte Legal, any other Deloitte Entity (including Subcontractors, but only in case Deloitte Legal remains liable for their Services under the Contract) and their respective personnel for any claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such claim. As a rule, responsibility of Deloitte Legal for the Services is solely towards the Client and not towards any Affiliates. If any Affiliate is also a party to the Contract or is identified in the Contract as entitled to rely on the Services, responsibility of Deloitte Legal is solely towards the Client for whose benefit or the respective Affiliates for which the Services were provided, respectively.
28. The liability cap in Clause 26 of these Terms applies in aggregate to each and all claims, which from time to time arise under or in connection with the Contract and the Services, whether such claims are made at the same or different times by the Client or one or more Affiliates and/or other persons. The liability cap in Clause 26 of these Terms also applies to any and all claims against any other Deloitte Entities, including the Subcontractors (but only in case Deloitte Legal remains liable for their Services under the Contract), if and only to the extent that it is judicially determined that any of them have any liability under or in connection with the Contract or the Services. If the liability exclusion for other Deloitte Entities provided in Clause 29 of these Terms is for any reason not effective, then the limitations on liability provided for in Clauses 26-28 of these Terms shall apply to the other Deloitte Entities (including Subcontractors, but only in case Deloitte Legal remains liable for their Services under the Contract) as if they were named therein.
29. Deloitte Legal shall not be responsible to the Client for the Services provided by the Subcontractors (unless otherwise agreed in written by the Client and Deloitte Legal), except for Deloitte Entities providing Services under this Contract, however, such exception shall not apply in cases specified in Clause 55 of these Terms and in case a separate contract for the Services is concluded directly by Deloitte Entity and the Client. Accordingly, to the fullest extent possible under applicable laws (i) none of the Deloitte Entities (except for Deloitte Legal) will be liable to the Client and/or Affiliate; (ii) the Client will not bring any claim or proceedings of any nature (related to the contractual, tort liability, breach of statutory duty or other matters, including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any of the Deloitte Entities (except for Deloitte Legal); as well as (iii) the Client shall ensure that the Affiliate who is not a party to the Contract, will not bring any claim or proceedings of any nature (related to the contractual, tort liability, breach of statutory duty or other matter, including, but not limited to, a claim for negligence) in any way in respect of or in connection with the Contract against any of the Deloitte Entities and Deloitte Legal.
30. Deloitte Legal undertakes properly keep the information provided by the Client as confidential. The Client shall indicate which of the provided information is confidential, non-public or contains commercial (business) or other secrets (the **Confidential Information**).
31. The Client agrees that Deloitte Legal would disclose the Confidential Information (i) to contractors providing administrative, infrastructure and other necessary services to Deloitte Legal as well as to any Subcontractors (i.a. Deloitte Entities) and their staff; (ii) to the extent necessary to advisors, auditors, and insurers of Deloitte Legal and/or Deloitte Entities; and (iii) as may be required by laws, other legal acts, during the judicial or administrative proceedings, or in accordance with the rules of the professional conduct or requirements of ethics of professional activity or in connection with potential or ongoing mediation, arbitration or litigation.
32. The obligation of confidentiality shall not apply when the Confidential Information (i) is or becomes publicly available (i.a. any information filed with any governmental institution and available to the public) other than as the result of the default of Deloitte Legal; (ii) becomes available to any Deloitte Entity (i.a. Deloitte Legal) on a non-confidential basis from a source other than the Client which Deloitte Legal reasonably believes is not prohibited from disclosing such Confidential Information to Deloitte Legal by an obligation of confidentiality to the Client; (iii) is known by any Deloitte Entity (i.a. Deloitte Legal) prior to its receipt from the Client without any obligation of confidentiality; or (iv) is developed by any Deloitte Entity (i.a. Deloitte Legal) independently of the Confidential Information disclosed by the Client.
33. The Client shall not disclose to any third party any Advice without the prior written consent of Deloitte Legal, except for (i) if such disclosure may be allowed according to the effective laws or other legal acts; (ii) to the extent laws or other legal acts of any jurisdiction provide for the reporting to the tax authorities of certain tax arrangements or transactions, there shall be no restrictions or limitations on the disclosure of any such arrangements or transactions provided as part of the Advice; (iii) the Client may disclose the Advice on a need of informative basis to any Affiliate, provided that the Client ensures and the recipient undertakes to keep such Advice confidential and not to bring any claim of any kind against any Deloitte Entity (i.a.

Deloitte Legal) in relation to the Advice or the Services; (iv) on a need to know basis to legal advisors, insurers, statutory auditors of the Client in their capacity as such; (v) the Client's Engagement provides for such disclosure of Advice to the Affiliate entities and such Engagement is accepted by Deloitte Legal.

34. The Client shall use the Advices solely for the purposes specified in the Contract or Advice, and shall not, without the prior written consent of Deloitte Legal, use Advices, in connection with any business decisions of any third party, or deliver such Advices to the third parties. All Services are intended only for the Client, and, if agreed otherwise, to the individually specified persons. The mere receipt of any Advice (or any information derived therefrom) by any other persons is not intended to create any duty of care, professional relationship or liability of any kind of Deloitte Legal against those persons or other persons.
35. The parties shall not use the other's trademarks, service marks, logos, and/or branding in external publicity material without such other party's prior written consent. If the Client does not instruct otherwise, Deloitte Legal is entitled to publicly reveal the identity of the Client and general description of the Engagement executed to such extent that is usually used when providing the information in lawyers' directories or social media websites but not disclosing the Confidential Information. If the Client does not specify otherwise, Deloitte Legal is entitled to reveal the identity of the Client and the Engagement (to provide Services) and the information related to it in the knowledge sharing and credentials databases of Deloitte Entities experience, indicating that the information or a part of it is confidential, if applicable.
36. Unless otherwise provided in the Contract, correspondence between the parties shall be conducted in writing, i.a. electronic mail and other means as described in the Clause 37 of these Terms. The Client understands and recognizes that the usage of electronic mail carries a risk as Deloitte Legal cannot guarantee the confidentiality of information and data sent by the electronic mail and other means as described in the Clause 37 of these Terms and prevent unauthorized third persons from using it. The Client agrees that Deloitte Legal will not be responsible, if third persons use the information sent or received by electronic mail against the Client or such third persons' actions cause damage to the Client.
37. The Client acknowledges that Deloitte Legal will use electronic, computer-accessed communication, services of cloud computing, data centres and similar services (i.a. external suppliers) as well as, with regard to the Confidential Information or information and documents received from the Client. The Client acknowledges that Deloitte Legal shall not be responsible to the Client if the information or documents (i.a. Confidential Information) received from the Client and stored and/or transferred as described above are become known to third persons or is destroyed without the fault of Deloitte Legal. Deloitte Legal shall stay abreast of technological advances to ensure that the services used remains sufficiently advanced to protect the Confidential Information.
38. The parties acknowledge that the Personal Data provided by the Client or its staff members and representatives will be processed by Deloitte Legal as a Controller, for the purpose of, or in connection with: (i) the provision of the Services; (ii) compliance with the applicable legal, regulatory or professional requirements; (iii) addressing requests and communications from competent authorities; (iv) Contract administration, financial accounting, internal compliance and risk analysis, and client relationship purposes; (v) utilization of systems and applications (external or internal) for information technology and information system services (the **Purposes**). The Personal Data may include information about Client's representatives, staff, project team members, suppliers and contractors, as well as the Personal Data included in the information obtained by Deloitte Legal in relation to the Contract.

For the Purposes indicated above, the Personal Data may be disclosed/transferred to and processed by the Recipients of Personal Data (including the Personal Data Controllers and Personal Data Processors) as indicated in the applicable Deloitte Legal Privacy Statement. The transfers of Personal Data may include transfers outside of the European Economic Area (EEA) but only provided that the legal obligations as stipulated by the Data Protection Legislation for such transfers are fulfilled.
39. Clause 38 of these Terms is a summary of the applicable Deloitte Legal privacy statement (the **Privacy Statement**), and is not a complete reflection of the Privacy Statement, which is available at: <https://www2.deloitte.com/ce/en/pages/about-deloitte/articles/deloitte-ce-privacy-statement-for-clients.html>. To the extent that it does not involve a disproportionate effort, the Client shall ensure that the Privacy Statement is brought to the attention of data subjects (its relevant staff members, representatives, contractors and clients). Each party shall comply with the Data Protection Legislation when processing Personal Data. The Client confirms that all the Personal Data provided to Deloitte Legal has been collected lawfully, fairly and in a transparent manner. All definitions displayed in capital letters and used in Clauses 38-39 of these Terms are duly defined in the Privacy Statement, referred to in this Clause.
40. Deloitte Legal has no obligation to store the transferred documents (i.a. originals, documents belonging to the Client by the law) or information, transferred by the Client, and is entitled to destroy the documents and information in accordance with its own procedures unless otherwise agreed in writing with the Client. The transfer of a document or information to Deloitte Legal shall not imply the consent of Deloitte Legal to the storage of the transferred documents or information under this Clause.
41. Deloitte Legal shall have the right to retain the Engagement documentation, including the Personal Data and Confidential Information of the Client, for a period of at least 10 years following the expiration of the contractual relationship or as required by the relevant anti-money laundering regulations or any other applicable laws and regulations.
42. The Client may be subject to laws prohibiting the bribery and/or providing any kind of value to state officials with the intent to influence officials' or related persons' actions in favour of the Client. Deloitte Legal may be subject to similar laws and rules of professional conduct or requirements of ethics of the professional activity, in addition, Deloitte Legal has its own internal rules and procedures which prohibit illegal or unethical behaviour. In providing the Services, Deloitte Legal undertakes to not offer, promise and give financial or other advantage to another person with the intention of inducing that person to perform improperly or to reward the person for the improper behaviour to benefit the Client or Affiliates, if this is done, in violation of applicable law.
43. The Contract may be terminated upon 30-days by notifying the either party in writing, in addition, the Contract may be terminated on the grounds and condition set forth in these Terms. The 30-days term shall not be applied by terminating the Contract due to the conflict of interest and in accordance with other grounds of these Terms.
44. Deloitte Legal has the right to terminate the Contract in any time, with immediate effect, in order to ensure the compliance of conducted activities with provisions of the national law on prevention of money laundering activities and financing of terrorism. Moreover, Deloitte Legal has the right to require from the Client information on the Client's business activities, proof of identity of the Client or persons representing or acting on behalf of the Client and other data which would allow Deloitte Legal to evaluate, is it allowed to conclude the Contract (accept the Engagement) under the mentioned national law, and if the

Contract is concluded, whether Deloitte Legal is not required to terminate the Contract.

45. Deloitte Legal has the right to terminate the Contract or the Engagement fully or partly, with immediate effect by notifying the Client about it, if Deloitte Legal determines that (i) a governmental institution, courts or professional association or other subject which has the right to issue mandatory rules has introduced a new or has modified the existing law, rule, other legal act, interpretation, or decision, the result of which would render Deloitte Legal's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence of an audit company (Deloitte Entities) or professional rules; or (ii) circumstances change (including changes in ownership of the Client or the Affiliates), in such a way that by providing services (executing the Engagement), Deloitte Legal would perform illegally or otherwise unlawfully or in conflict with independence requirements of an audit company (Deloitte Entities) or professional rules; or (iii) the Client's creditors apply to the court for the recovery of debts from the Client, and/or the Client becomes insolvent and/or is subject to bankruptcy, liquidation or similar proceedings.
46. Deloitte Legal may suspend the execution of the Client's Engagement by notifying the Client in writing or by electronic mail 24 hours in advance, if the Client fails to fulfil its monetary obligations in time to Deloitte Legal or the Client fails to fulfil its obligations regarding cooperation or provision of information to Deloitte Legal.
47. The Client has the right to suspend the execution of the Contract at any time by informing Deloitte Legal verbally and confirming it in writing or by electronic mail.
48. Upon termination (suspension) of the Contract or the execution of any Engagement for any reason, the Client shall compensate Deloitte Legal in accordance with the terms of the Contract for the Services performed and expenses incurred up to the effective date of termination (suspension), unless these Terms provide otherwise.
49. If the parties agreed on the fixed service fee or success fee, the termination (suspension) of the Contract or the Engagement at any time does not remove the Client's obligation to pay the full fixed service fee or success fee (the success fee shall be paid in the circumstances defining it).
50. The Contract shall expire, if the Client does not submit the Engagement to Deloitte Legal for more than 90 consecutive days. If such Engagement is provided after the term specified in this Clause, and is accepted for the execution, the Contract shall be deemed to be renewed.
51. The parties undertake not pass on to and/or transfer to third parties the rights, obligations and/or claims arising from the Contract without the prior written consent of the other party. The provisions of this Clause shall not apply to the Client's defaulted monetary obligations.
52. The parties agree that any dispute and/or claim arising out of the Contract or related to it, or arising out of the breach, termination or invalidity of the Contract, will be settled by mutual agreement, and in the absence of an agreement – in the Vilnius Court of Commercial Arbitration in accordance with the Rules of Arbitration of the Vilnius Court of Commercial Arbitration. In case the amount of the dispute does not exceed EUR 30,000, the arbitral tribunal will be composed of one arbitrator, and in other cases – of three arbitrators. The language of arbitral proceedings shall be Lithuanian. Arbitration proceedings shall be held in Vilnius. In case the law imperatively establishes that the dispute cannot be settled by arbitral tribunal, the dispute shall be settled by the competent court of Vilnius city.
53. The Contract shall be governed by the law of the Republic of Lithuania. The place of the conclusion of the Contract shall be the Deloitte Legal registered office. In case of discrepancies between the Special Conditions for the Provision of Services set forth in the Contract and these Terms, the Special Conditions for the Provision of Services set out in the Contract shall apply.
54. In the event any clause of this Agreement is considered to be invalid, unlawful, non-enforceable or null and void, this will not result in the invalidity, unlawfulness, non-enforceability or nullity of the entire Agreement. In this case, the Parties are released from all rights and responsibilities ensuing from such a clause, but only in as far as this stipulation is invalid, non-enforceable or null and void. In this event, the Parties will use their best efforts to replace such a clause by a valid clause that has the nearest possible economic and legal significance, as the invalid, non-enforceable or null and void clause.
55. In addition, this Contract shall apply to the relationship between the Client and Deloitte Legal arising prior to its conclusion. After the Client has concluded several Service Contracts with Deloitte Legal, the latest signed Terms of the Contract shall prevail, as well as for the execution of the Engagement which have been started under the previously concluded Contract for the provision of the Services.
56. If the staff of "Deloitte Legal" Zvērinātu advokātu birojs (Grēdu 4a, Rīga, LV-1019, Latvia) and (or) "Deloitte Legal" Advokaadibüroo OÜ (Roosikrantsi 2, 10119 Tallinn, Estonia) is contracted for execution of the Client's Engagement, it shall be agreed that the parties to this Contract are "Deloitte Legal" Zvērinātu advokātu birojs and (or) "Deloitte Legal" Advokaadibüroo OÜ as well. Obligations and liability are not joint and several under the Contract and, therefore, each party is responsible for the execution of their part of the Engagement. This provision shall not apply if Deloitte Legal specifies in writing that law firms Zvērinātu advokātu birojs (Latvian) and Advokaadibüroo OÜ (Estonian) will execute the Engagement as Subcontractors of Deloitte Legal, in which case Deloitte Legal shall remain responsible for the Services of such law firms.
57. These Terms are valid and effective as of 1 June 2019. Deloitte Legal has the unilateral right to modify these Terms but only after informing the Client about it, and the modified Terms shall apply for all Engagements. Any new Engagement submitted by the Client to Deloitte Legal following the delivery of the updated Terms shall be considered as the confirmation of and the consent with the changes of the Terms by the Client. If the Client disagrees with the modified Terms, Engagements that have been started shall be executed according to Terms effective during the acceptance of the Engagements, and all new Engagements submitted by the Client shall be deemed to be rejected by Deloitte Legal, unless between Client and Deloitte Legal agreed otherwise. If the Client disagrees with the modified Terms, it also has the right to terminate the Contract unilaterally.