

## General Terms and Conditions of Service

These General Terms and Conditions of Service (“**Terms**”) regulate and shall apply to the 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 GRLICALAW 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 a 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 Consultant is obligated to protect the confidentiality of the information Client provide to us or that we obtain from you, except to the extent necessary for the effective pursuit and completion of the assignment, or if required by law or if the information in question is otherwise publicly available.
    - 1.3 Consultant undertakes to protect the confidentiality of the information Client makes available to us or what we obtain from third parties, except to the extent necessary for the effective performance and completion of the assignment, and unless required by law or unless the information in question is otherwise publicly available.
  2. **Legal fees and payment**
    - 2.1 **Current standard rate:** 239 EUR per hour, excluding VAT (if applicable).
    - 2.2 For clients on a retainer, Consultant offers a **reduced rate**.
  - 2.3 The fee is normally based on the rate set out in **point 2.1**. However, if the calculated costs of legal services under the national lawyers tariff exceed the legal services tariff set out in **point 2.1.**, the higher rate set out in the national lawyers tariff prevails.
  - 2.4 Consultant has the right (but not the obligation) to adjust the agreed fee for services for inflation without the clients consent. Inflation means the year-on-year increase in the cost of living index as quoted by the Statistical Office of the Republic of Slovenia (SURs). From 1 January of each calendar year, Consultant may increase the fee for services by percentage corresponding to the inflation rate in the preceding year. The adjusted price will be deemed to be the agreed remuneration for the services under this Scope of Services Statement.
  - 2.5 Notwithstanding the foregoing, Consultant reserves the right, at its sole discretion (annually or at shorter intervals), to revise and modify its service charges, provided that it notifies the client in writing at least 30 calendar days prior to the effective date of the new rates.
  - 2.6 In the event that the Client has cancelled the Services before Services started to be delivered, the Consultant reserves the right to charge and withhold 19% of the already paid fee as a compensation for booked commitment, operational and administrative costs.
3. **Administrative fee**
    - 3.1 In addition to the standard or reduced hourly rates, we charge an administration fee of 3.6%. This fee covers the costs associated with the use

- and maintenance of our technology systems, including case management software, secure communication platforms, document storage and other digital tools that ensure Clients case is handled efficiently and securely. It also helps cover general administrative costs such as document preparation, filing and internal coordination, which are essential for delivering high quality legal services.
- 3.2 This fee is standard for all services and applies to standard and reduced hourly rates and to all costs and charges incurred in the course of representation. Claims relating to any such matter, action or proceeding may be heard and determined in any such court.
- 4. Fees**
- 4.1 In addition to our fees, we will also charge Client for any costs incurred as a result of working on Clients case. These costs may include postage, telephone costs, photocopying costs, parking and travel expenses, fees charged to us by accountants or consultants working on Clients behalf and other similar costs. If such costs are significant or expected to be significant, we have the right to require Client to pay them directly to the provider of the good or services. We will never bear, store or pay such costs on behalf of client.
- 5. Success fee**
- 5.1 We work in targeted way, focusing on efficiency. We strive to achieve our goals quickly and cost-effectively as possible and to maximise the added value of our services. For this reason, Client may agree to award us additional success fees as may be agreed mandate-to-mandate basis.
- 6. Duties and responsibilities of the Parties**
- 6.1 Client acknowledges that, as the Customer (or its representatives), will, if requested, consult with us as appropriate, provide us with relevant documents and information that Client have in relation to the matter and disclose to us all facts and circumstances known to Client which may affect our consideration of the matter. Client undertake to assist us in our efforts to resolve the matter if reasonably required to do so.
- 7. Disclaimer and Limitation of Liability**
- 7.1 Consultant can give its opinion on the different courses of action in the case. However, while we will always strive to make a fair and accurate assessment in this regard, such views only reflect our opinion based on the information available to us at the time and do not constitute a promise or guarantee. Regulatory, tax, and judicial authorities are independent and their tax and legal views, opinions and future decisions may differ from those expressed or adopted by Consultant and may also differ from those expressed or adopted by the same authorities in the past. Nor we can guarantee that speed of action or responsiveness of the courts or any other authority or person. Consultant does not guarantee the success or outcome of any particular proceeding or legal service.
- 7.2 Consultant shall be responsible to the Client only for defects in the performance of the Services, such responsibility being limited to defects resulting from gross negligence and (in amount) only up to the amount of the actual payment received under this Agreement for the project on which the defect occurred, but in no event more than 15,000.00 EUR. If the Client fails to notify Consultant of all the facts in a timely manner and to produce any evidence in its possession, Consultant shall not be responsible for any damages resulting from the Clients failure to do so. The Client must assert any claims against the Consultant within one year of provision of the legal services from which the defect arises and may not assign (“cede”) them.
- 7.3 Consultant shall not be responsible for any damages arising from errors in the performance of services if such errors are the result of ordinary negligence. Nor shall it be responsible for loss of profits, sales, business, agreements, contracts or damage to goodwill or for any other special, punitive, indirect or consequential loss or damage arising out of or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 7.4 The Client expressly acknowledges that any business involving cryptocurrencies or any blockchain-related technologies, products or businesses is subject to legal and tax risks of adverse regulatory, judicial and administrative

actions that cannot be fully anticipated or eliminated at this stage of development. The Client further acknowledges that the regulatory and tax framework may change radically in the future, including retrospectively (including changes in official positions of regulatory and tax authorities). The Client further 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 future decisions taken in relation to the Client and/or its business may differ from the legal views and opinions provided or expressed by Consultant..

- 7.5 The Client acknowledges that the Consultant may provide a general legal and tax advice on online international business involving blockchain or other novel technologies. For any legal or tax implications relating to the Client's business activities in a particular jurisdiction, local legal experts, tax professionals or other professional advisors qualified in that jurisdiction should be consulted.
- 7.6 In the case of any services provided by the Consultant to a new or existing Client free of charge (whether as a courtesy, for promotional purposes or for any other reason), the Client shall not rely on such advice or service and the Consultant responsibility for such advice or service shall be excluded in its entirety.
- 7.7 Courts, state authorities, state agencies and other regulatory and government institutions are autonomous and independent, so it is impossible to predict their decisions in individual cases. A decision of one court is in no way binding on other courts. Interpretation of applicable law by courts, state authorities, government agencies and other regulatory and governmental institutions may differ significantly and may not be consistent with the Consultant interpretation. This is particularly (but not exclusively) true for cryptocurrencies, NFTs or any blockchain-related technologies, as regulation (applicable law) is deficient and/or ambiguous and case law on these issues is limited or non-existent.
- 7.8 Notwithstanding any other provision of these Terms, in the event that the activities or business of the Client may at any time reasonably be expected to bring the Consultant and/or its

advisers into disrepute (including, but not limited to, the Client's refusal to comply with the applicable laws of any jurisdiction in which it operates, or violates applicable law, or if the Client evades payment of applicable taxes or fails to comply with data protection, AML/CYC or other legal requirements, or in the event of any other reasonable ethical concerns regarding the Client's business or the business of its related persons (including, but not limited to, the following): Consultant may at any time and without prior notice immediately suspend the provision of services already in progress and/or immediately terminate the engagement, in which case Consultant shall not be responsible to the Client for any damages whatsoever.

## **8. Force majeure**

- 8.1 Neither party shall be responsible for delays or non-performance of its obligations due to events beyond its control, including but not limited to natural disasters, strikes, pandemics, governmental actions or other unforeseen events ("Force Majeure Event"). The affected party shall notify the other party as soon as possible of the occurrence of the Force Majeure Event and the expected duration of the delays.

## **9. Non-Solicitation and Non-disparagement**

- 9.1 The Client agrees that during the term of this Contract and for a period of twenty-four (24) months after the termination of this Contract, it shall not employ or solicit Consultants employees or contractors without the prior written consent of the Consultant.
- 9.2 As a Client, you agree not to comment negatively or in any other way harm, directly or indirectly, the lawyers or other employees of the Consultant.

## **10. Intellectual property**

- 10.1 All intellectual property created in the course of the provision of the Services, including but not limited documents, research, strategies and reports, shall remain the property of Consultant unless otherwise agrees in writing. The Client may be granted a limited licence to use such intellectual property for the purposes of the Project.

10.2 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.

## 11. Payment terms

11.1 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). 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.

## 12. Personal data

12.1 As a Client, you agree that the Consultant obtains and stores your personal data in physical and electronic form for the purposes of representation, photocopying or scanning documents and other documents, and storing the data on a computer and in a "cloud" on the Internet for the purposes of making backup copies of electronic files, and you understand that there is a possibility of unauthorised persons hacking into your emails or servers, in which case Consultant cannot guarantee the privacy and protection of your personal data.

## 13. Final Clauses

13.1 We look forward to a long and mutually successful cooperation. However, you have the right to terminate your cooperation at any time by notifying us in writing. We also reserve the right to terminate our relationship with you by written notice within five days of receipt of your written

notice if you fail to cooperate with us or pay our invoices when due or if we determine that continued representation would be unethical or improper. We reserve the right to terminate this Agreement without cause upon 30 days' notice. If the relationship is terminated by either party, you will be liable to pay us for all services already rendered.

## 14. Compliance with law

14.1 Both Parties agree to comply with all applicable laws, regulations and ordinances relating to the performance of this Contract.

## 15. Applicable law and jurisdiction

15.1 The Agreement is governed by and interpreted in accordance with Slovenian law. The Slovenian courts shall have exclusive jurisdiction in all disputes arising out of this Agreement..

**Version: 1.0**

**Adopted: 2025-07-15**

**Date of last modification: 2025-07-18**