



## Frashëri Law Firm

---

# General Terms of Services

(Terms and Conditions **or** Terms of Use) of Provision of Legal Services

These General Terms and Conditions of Provision of Legal Services constitute an integral part of the contract with client (Contract with Client) entered into by and between Frashëri Law Firm (Firm) and client (Client) and apply to the provision of legal services by the Firm, unless agreed otherwise. In the event of differences between the General Terms and Conditions and the Contract with Client, the Contract with Client shall prevail.

### 1. Terms and conditions for providing legal services by the Firm

1.1. The Firm shall provide the Client with legal services consisting of professional legal counselling, representation or defence of the person in court, during pre-trial procedure or elsewhere, and preparation of documents for the person and performing other legal acts in the interests of the person.

1.2. In performing the Contract for Legal Services and the assignments, in applying his or her experience and in finding solutions the attorney shall be guided by the objective to ensure the maximum legal protection of the Client's interests, including to create legal certainty and clarity, and shall be guided by law and professional ethics.

1.3. The intellectual property rights created within the framework of legal services provided by the Firm belong to the Firm and the Firm shall grant the Client a non-exclusive licence for the use of the created documents worldwide in a manner necessary for the Client.

1.4. The Firm shall ensure the quality of the legal service provided to the Client and shall be liable for only the direct patrimonial damage caused to the Client through intent or gross negligence during the performance of the Contract for Legal Services.

1.5. The attorneys of the Firm shall apply due diligence measures with regard to the Client, its representatives, actual beneficiaries, transactions and business partners to the extent established in the Money Laundering and Terrorist Financing Prevention law and by the Albanian Chamber of Advocacy.

### 2. Services Agreement

2.1. The Services Agreement sets forth the entire agreement and understanding between us with respect to the Services and supersedes any prior agreements,

understandings, arrangements, representations or representations (unless made fraudulently) with respect to the Services. Any modification or amendment to the Services Agreement must be in writing and signed by an authorized representative of each of us. In the event of any inconsistency between these General Terms of Business and any Additional Terms that may apply, the Additional Terms will control. We have no contractual obligations to you or to the Other Beneficiaries in connection with this engagement other than those obligations set forth in the Services Agreement, those subsequently agreed to by an authorized representative of us in writing, and those implied by Albanian law.

- a- **Effective Date:** The Services Agreement will become effective on the date of its signing. The Service Agreement shall apply to all work performed by us in connection with the Services and not otherwise covered by a prior agreement with the client prior to the countersignature of this agreement. We shall be deemed to have continued to accept the Services provided under this agreement, unless we have received notice from you of your refusal to provide our service, in which case the terms and conditions of the agreement and its appendices shall apply.
- b- **Third Party Rights:** The Services Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No Frashëri Law Firm Person shall be deemed to be a third party for the purposes of this clause. No third party shall be entitled to enforce or rely on any provision of the Services Agreement which gives or may give them any right or benefit where they are not a party as a third party.

### 3. Service Recipients

**Service Recipient** — is any person, individual, company or organization to whom or in relation to whom we will provide the Services.

### Our Services and Responsibilities

These definitions shall apply wherever these words and phrases are used in the Services Agreement.

1. The Legal Services Agreement shall set forth the Services to be provided by us and the matters related thereto. These General Terms of Business may be subject to change at any time without the need to obtain the client's approval.
2. Frashëri Law Firm shall act only upon the instructions and/or request of your authorized representative and shall provide only the Services listed in the Legal Services Agreement.
3. For the provision of the aforementioned Services, Frashëri Law Firm shall rely on and examine only those facts and/or documents that Frashëri Law Firm may deem necessary and/or appropriate in its sole discretion.
4. If employees of Frashëri Law Firm, during the review of the aforementioned documents and/or facts, become aware of facts and/or circumstances that may have adverse consequences for you, Frashëri Law Firm will make reasonable efforts to inform you of the existence of such facts, circumstances and/or consequences.
5. The Services will be provided with the reasonable professional skill and care of a person working within the profession.

6. When individuals who will be involved in the provision of the Services are named in the Legal Services Agreement, we will make reasonable efforts to ensure that they are engaged. However, we may replace them with others with similar skills.

7. To the extent required and when necessary, Frashëri Law Firm may contract/employ on your behalf external attorney(s) specializing in relevant areas of law, tax advisor(s), notary public(s) and/or technical expert(s) ("External Practitioners") to assist in the provision of the Services. Frashëri Law Firm will be the liaison between such External Practitioners and you and/or your authorized representative. With the exception of the Notary Public(s), when we appoint such External Practitioners under this clause for all purposes in connection with the Services, their work will be considered part of our Services.

8. We may receive sensitive information about your business or affairs in the course of providing the Services. In relation to the handling and use of such data, whether or not it is Confidential Information, we will comply with the standards of handling, use and protection of data in the exercise of our activity, as well as any other obligations set out in Albanian legislation.

9. For the purposes of marketing, advertising or selling our services, we may publish that we have carried out work (including Services) for you, in which we may identify you by name and may indicate the general nature or category of such work (or Services) and any details that have properly entered the public domain.

10. Any advice we provide in the course of our Services is given to address specific circumstances at a particular time and we have no obligation for events that occur, legal changes, after the advice, report or product in question has been issued in its final form.

11. Any Services product provided to you in any form whatsoever that will be provided by us on a fact-by-fact basis is for your benefit and information only and that, except as required by law or by a competent regulatory authority, will not be copied, referenced or disclosed, in whole (other than for your internal purposes) or in part, without our prior written consent. You may disclose any Services product to your legal and other professional advisors for the purpose of seeking advice in relation to the Services, provided that when you do so you inform them that:

- Disclosure by them other than for their internal purposes is not permitted without our prior written consent.

- We do not accept any responsibility or liability to them in relation to the Services performed.

#### **4. Authorisation**

4.1. The authorisation and liability to act on behalf of the Client shall come into force at the moment of conclusion of the Contract for Legal Services. The Contract for Legal Services is deemed concluded if it has been signed or if the intent of the parties has been explicitly expressed in a format which can be reproduced in writing or by actions.

4.2. In order to replace the attorney performing the assignment, the Firm shall appoint one of its attorneys as a substitute attorney. The Client is entitled to demand replacement of the substitute attorney.

4.3. The assistants to the attorney-at-law act under the guidance of their patron.

4.4. The Firm and the attorney shall not conclude transactions on behalf of and on the account of themselves in the interests of or based on the assignment of the Client, if the purpose thereof is to conceal the actual beneficiary owner, circumvent any supervision, tax, reporting and other obligations, or any other purpose contrary to the law.

4.5. The Firm is entitled to process the personal data of the Client and third parties relating to the performance of the assignment in accordance with the Privacy Policy of the Firm available at Privacy Policy.

4.6. The Firm shall identify the Client at the first meeting.

## **5. Fees and costs**

5.1. The lawyer provides legal services in any case on the basis of a written agreement concluded between him and the client, in accordance with the relevant provisions of the Civil Code. If the client decides to terminate the agreement at any stage of its implementation, the lawyer is obliged to respect the client's decision and request remuneration for the work performed up to the moment of termination of the agreement. When the remuneration is not determined by mutual agreement between the parties, the matter may be resolved in court;

5.2. The lawyer's remuneration for the work performed is determined in one of the following ways: a) by agreement between the lawyer and the client. The agreement concluded between the lawyer and the client constitutes an executive title;

5.3. We will issue invoices in relation to the Services we provide which include fees, expenses and VAT thereon (where applicable), plus any foreign taxes that may be payable on or deductible from them ("Our Fees").

5.4. The details of our Fees and any special payment terms may be set out in the Legal Services Agreement. Our fees will be based on the degree of responsibility of our partners, managers, associates, employees and experts under service contracts with Frashëri Law Firm, as the case may be, involved in providing the Services, their skills, reputation and time spent by them in performing them and the nature and complexity of the matter.

5.5. Expenses will include costs directly incurred. Our fees may differ from estimates or quotes that may have been previously provided, which will be provisional only. However, there may be occasions when our fees are set by reference to factors other than time spent, such as monetary values, urgency, holiday times, use of research and knowledge developed within Frashëri Law Firm.

5.6. The principles for calculation and the amount of the fees for legal services are indicated in the Contract for Legal Services either as an hourly fee, a fixed fee (so-called assignment fee) or a combination of the assignment fee and the performance fee.

5.7. The agreed hourly rate shall be valid for one (1) year, after that the parties shall, in good faith, agree upon a new hourly rate.

5.8. The hourly rate for the work performed, at the request of the Client, outside the usual working hours shall be multiplied by the coefficient of 1.5 and the hourly rate for the services necessary for the performance of the Client's assignment to be performed by the technical staff of the Firm (e.g. delivery of documents, examining documents in administrative agencies, etc.) shall be multiplied by the coefficient of 0.6.

5.9. The Firm shall keep account of the time spent on the performance of the Client's assignment. The smallest unit of time used for the accounting is five (5) minutes and the time spent on activities is rounded up with the accuracy of five (5) minutes.

5.10. The Client shall reimburse the Firm for the justified and necessary expenses relating to the performance of the assignment. The expenses to be reimbursed include e.g. state fees, translation costs, expert fees, reasonable necessary travel expenses (plane tickets, ferry tickets, hotel accommodation, etc.), necessary courier and communication costs, cost of making unusually high number of copies, binding, etc. At the request of the Client, the Firm shall add the relevant expense receipts (invoices, receipts, boarding passes, etc.) to the invoice for the legal services.

5.11. As a rule, the Firm shall submit the invoice for the legal services provided and the expenses incurred during the previous month at the beginning of the next month. The maturity of the invoice is 10 days, unless otherwise agreed by the parties. At the request of the Client, the Firm shall supplement the invoice with a report on provided legal services.

5.12. In the event of delay in payment, the Firm is entitled to demand payment of fine for delay of 0.25% of the unpaid amount for each delayed day, to discontinue performance of the obligations assumed under the Contract for Legal Services and to disclose the information concerning the Client and the Client's debt (including the Client's name and surname, personal identification code, debt amount, time of the occurrence of delay) in the debtors' database maintained by the Albanian authorities that is available to its members, as well as in other debtors' databases.

5.13. In consideration for the provision of the Services by us, you shall pay our Fees (without right of compensation), upon presentation of our invoice or at such other time as may be specified in the Legal Services Agreement.

## **6. Termination of Service**

6.1. If the Services Agreement is terminated or suspended, we shall be entitled to payment for expenses incurred up to that time and to payment of fees for work performed, plus VAT thereon (where applicable). Our fees for work performed in such case shall be calculated by reference to our hourly rates at the time of performance of our work on the basis set out in clause 5.3.

6.1. Where the termination of the legal service by the lawyer is for reasonable reasons, the latter shall be entitled to claim remuneration for the work performed, in accordance with the provisions of law no. 55/2018. Reasonable reasons will be considered whenever he assesses that the climate for providing such a service has deteriorated to the point of aggravating the relations between them and that the continuation of further cooperation may negatively affect the case he represents.

## Reasonable and unreasonable causes

Reasonable reasons for the unilateral termination of the lawyer's service by the lawyer will be considered:

1. The lawyer proves that his health condition has deteriorated during the period of providing the service to his client;
2. The disciplinary measure of suspension of the practice of the profession has been taken against the lawyer by the Disciplinary Committee, regardless of the fact of appealing this decision before the court, except in the case when the court has taken a precautionary measure to suspend the decision of the Disciplinary Committee;
3. Any legal obstacle that is clearly foreseen by the Albanian legislation and that conflicts with the continuation of the lawyer's service;
4. When the lawyer proves that circumstances of mutual distrust have been created between him and the client he represents, which make it impossible to continue the further provision of the legal service.
5. The termination of the legal service by the lawyer, regardless of whether it is done for reasonable reasons or not, in any case brings consequences of the termination of the executive title of the lawyer-client agreement, according to the provisions of Article 16/1/a of the law.
6. In the case when the premature termination of the legal service is done at the request of the client, without reasonable reasons, the lawyer has the right to request remuneration for the work performed, according to the letter "dh", of Article 8, of this law. In any case, the reasonable cause is determined in the agreement between the lawyer and the client. In the absence of a regulation in the agreement concluded between the lawyer and the client, the matter is resolved in court.
7. In the event of premature termination of the legal service, the client may transfer the case to another lawyer. The newly appointed lawyer may not provide the requested service without first verifying the relationship between the client and the previous lawyer.

## 7. Confidentiality

7.1. The confidentiality of the communication with the Client at the place of business of the Firm is ensured by law and the Firm shall maintain the confidentiality of the fact of applying for legal services, the content of legal assistance and the amount of the fees.

7.2. The confidentiality obligation shall not be limited in time and shall apply to all the employees of the Firm. The Firm shall duly observe the requirements of the professional ethics of attorneys.

7.3. The confidentiality obligation shall not extend to the Firm only in the event of a direct obligation arising from the law (including the Money Laundering and Terrorist Financing Prevention Act) to disclose information, or if the consent to disclose the information arises from any authorisation or assignment of the Client.

7.4. The Firm shall make reasonable efforts to ensure confidentiality of any communication performed by means of electronic devices, but the Client is aware that it is impossible to guarantee full confidentiality in case of such communication.

## **8. Documents and other information**

8.1. The Firm has no obligation to verify the accuracy of information received from the Client.

8.2. The Firm shall, during the performance of the assignment, maintain all documents related to the performance of the assignment that are received from the Client or third parties.

8.3. The Firm is entitled not to maintain documents in paper form if there is an electronic copy thereof (except for original documents). The firm shall not maintain any printouts of electronic correspondence and electronic documents publicly available on the Internet.

8.4. The Firm is entitled to withhold the documents of the Client until the fees for the legal service and the costs related to the provision of service have been reimbursed.

8.5. After the termination of the assignment or the Contract for Legal Services, the Client is obligated to collect, on its own account, from the Firm the documents received for performance of the assignment from the Client or third parties.

8.6. After the termination of the assignment, the Firm shall keep the documents received for six (6) months, unless agreed otherwise.

8.7. After the expiry of six (6) months, the Firm is entitled to destroy the documents or store them in the archive and to demand the reimbursement of the relevant expenses from the Client.

8.8. At the client's request, the lawyer returns the complete documentation, received and not deposited in the trial file with the quality of evidence, as well as any other material made available by the latter in order to examine the case.

8.9. In the event that the client does not request the return of the documentation submitted by him, the lawyer has the obligation to preserve it, in accordance with the legislation in force.

8.10. We may receive information from you or from other sources during the provision of the Services.

8.11. We will not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, concealment or withholding of information material for the Services or any other violation in relation to such material information, whether by you or by other sources of information.

## **9. Force Majeure**

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes,

pandemic era, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## **10. Validity and termination**

10.1. The Firm is entitled to amend these present General Terms and Conditions at any time by informing thereof on its homepage. The most recent version of these Terms and Conditions is always available at General Terms and Conditions of Provision of Legal Services.

10.2. Upon the termination of the Contract for Legal Services, the Firm shall reasonably consider the objective to avoid damaging the interests of the Client.

10.3. The Client may terminate the Contract for Legal Services at any time by informing the Firm thereof.

10.4. The Firm may waive the obligations assumed under the Contract for Legal Services or terminate the Contract for Legal Services, including without disclosing the reasons therefor, if:

- a) there occurs a conflict of interest; or
- b) the Client has submitted a request, the fulfilment of which requires the attorney to violate the law or the requirements of professional ethics; or
- c) the Client has violated a material provision of the Contract for Legal Services; or
- d) the Client fails to submit information or documents that are necessary for the Firm or the attorneys for the application of the due diligence measures; or
- e) at any time during the provision of legal services, there occurs a circumstance that suggests that the person, act or business relationship is connected with money laundering or financing of terrorism, or that the Client, its representative or its actual beneficiary is subject to a sanction, or if so required by the supervisory authority related to the prevention of money laundering and terrorism financing.

10.5. The legal relationship arising from this contract shall be governed by the national laws of Albania. The parties shall attempt to settle any disputes by means of negotiations. If the parties fail to reach an agreement, the disputes shall be settled at Tirana Court.