

# Terms & Conditions

## 1. Generals

- 1) The Advocate is engaged in the field of legal services, the scope of such services and the terms and conditions on which the Advocate will perform such services, are described in the present public document (hereinafter “**the Services**”).
- 2) The Advocate has a well developed skill and expertise in the field of Legal Services more specifically described on the website in the Services page.
- 3) Services provided by the Advocate/Firm to each specific client will be additionally stipulated and agreed in the Engagement letter.
- 4) Elena Christodoulou be primarily responsible for the engagement and may be assisted by other colleagues and specialists as may be necessary and advisable to meet the objectives agreed with the client. If, at any time, you have questions or concerns about the staffing or performance, please contact the Advocate at once.

## 2. Fees and Disbursements

2.1 The Advocate shall be entitled to:

- a) Remuneration in accordance with the Fee Schedules;
- b) Be reimbursed for all disbursements and out of pocket expenses incurred in the process of provision of the Services;
- c) Remuneration as otherwise agreed in writing between the Advocate and the Client.

2.2. Any estimate of the Advocate's fees is given only as a guide on the basis of the information then known and may not be regarded as a fixed quotation unless otherwise agreed. The Client will be informed on any revision of the fees and the reasons of such revision will be properly justified.

2.3. Invoices issued by the Advocate for the Services rendered to the Client should be settled by the Client within a reasonable time but no more than within 15 working days from the date of communication.

2.4. For invoicing and settlement of invoices the Client will have right to designate as the payer the Managed Entity(ies) or any other affiliated company, controlled by the Client.

2.5. In the event of non-payment of all or any part of the fees, disbursements or expenses due to the Advocate or which the Advocate is liable to pay on the Client's or Managed Entity's behalf, then the Advocate shall have the right to file a claim/action for the fees and other disbursements but he will not have the right to lien over or the right not to release from its possession or control all or any documents or assets, including assets held on the Client's or Managed Entity's behalf or to the Client's or Managed Entity's order or on behalf of or to the order of any company or other body in common ownership as the Client or otherwise connected or affiliated to the Client in any manner.

Such lien cannot apply to any documents, property and assets held in relation to the matter in respect of which fees, disbursements, expenses or liability have been incurred and in relation to any other matter whatsoever relating to the Client.

2.6. If the Advocate should cease to act for the Client due to the Client`s breach of the engagement, a final invoice will be issued and the Advocate reserves all rights to ignore further instructions of the Client until such time as the final invoice is discharged in full. However the Advocate will not have right to act in such manner in relation to the fees that were not agreed and consented by the Client.

2.7. In case of the breach of the engagement terms by the Client and absence of normal communication from the Client`s side the Advocate reserves the right to resign from all positions of Managed Entity and appoint the Client in these posts. The Client should accept such appointment as valid without any further written acceptance or consent from his part.

## 3. Conflicts of interest

Save in certain strictly prescribed circumstances, we are prohibited by the professional rules from acting, or continuing to act, for a client where there exists a conflict of interests either:

- (1) between the duties owed by the Advocate to two or more clients to act in their best interests in relation to the same or related matters; or
- (2) between the Advocate's interests and its duty to act in the best interests of any client.

In the event that the Advocate believes that such a conflict has arisen or may arise, they will discuss this with the Client(s) and consider whether any of the specific exceptions to the prohibition apply. In the event that none of the exceptions apply, the Advocate may have to cease acting for the Client(s).

#### **4. Confidential information**

4.1. Pursuant to the professional rules the Advocate owes an overriding duty of confidentiality to its Client(s) and former clients with regard to any information in the Advocate's possession belonging to them.

4.2. The Advocate may have in its possession confidential information relating to a current or former client(s) the disclosure of which may be considered material to the matter on which they are advising the Client.

4.3. In such circumstances, the Advocate may be required by the professional rules to refuse to act (or to continue to act) for the Client(s). If the Advocate is permitted to act for the Client(s) in such circumstances, the Advocate's overriding duty to maintain the confidentiality of the information will override any duty of disclosure to the Client(s).

If such a situation arises, the parties will discuss between them whether the Advocate may continue to act for the Client(s) and, if so, under what conditions.

#### **5. Regulations to prevent money laundering**

- 1) In common with all other firms of corporate services providers, Firm is governed by regulations designed to prevent money laundering. As such, the Advocate is obliged to obtain evidence of each client's identity from the outset of a particular instruction. For this purpose the Advocate has right to request necessary documents and information that helps to identify the personality and economic profile of the Client correctly. The Advocate reserves the right to decline to act for any client who refuses to provide the information required for this purpose.
- 2) For this purpose, the Advocate request that the Client(s) will provide all necessary information, copies and originals of the documents which are required when rendering the services.
- 3) The Advocate may use electronic information to confirm the Client's identity, and that of any persons in connection to the services provided by the Advocate to the Client(s).
- 4) The Advocate declines to accept any sum exceeding Euro 500 paid in cash, whether as part of the transaction the subject of an engagement or in or towards settlement of its fees, unless the Advocate's consent has first been obtained.
- 5) As mentioned above, we are under a professional and legal obligation to keep the affairs of Client confidential. This obligation, however, is subject to a statutory exception. Legislation on money laundering and terrorist financing places corporate services providers under a legal duty in certain circumstances to disclose information to the relevant authorities.
- 6) Where the Advocate knows or suspects that a transaction on behalf of a client(s) involves money laundering it may be required by law to make a money laundering disclosure to authorities. If that happens, the Advocate will not be able to inform the Client(s) that a disclosure has been made, or of the reasons for it, because the law prevents the Advocate from doing so.

#### **6. Right to Withdraw**

Subject to ethical rules by which we are bound, we reserve the right to withdraw from the engagement described in this letter at any time, but barring unusual circumstances, we will discuss such withdrawal with you before doing so and expect to do so only if there are good reasons for such withdrawal, such significant differences between our professional judgment and your judgment, or concerns which may arise under the ethical rules by which we are bound. IF YOU OR WE DECIDE THAT WE SHOULD STOP ACTING FOR YOU, YOU WILL BE LIABLE

TO PAY ALL OUR FEES AND DISBURSEMENTS, BOTH BILLED AND UNBILLED, UP TO THAT POINT.

## **7. Storage of Papers**

Following the conclusion of a transaction or case, we will keep save the file of papers for 5 year. If you require such papers to be kept for any specific period you must notify us in writing to that effect. In that event, we reserve the right to require you to take personal custody of the papers. You should be aware that according to the law we will not bear any liability for the loss or destruction of any such items stored un less we signed a specific agreement with you.

## **8. Communicating with you**

Firm can provide communications in various modes, depending upon your requirements.

These communication services, including facsimile, are used with your understanding that while Firm will use appropriate measures to protect client confidentiality, these media may be subject to security risks. On your request in writing the Advocate will use communication services you specify.

## **OUR OFFICE HOURS ARE:**

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### **MONDAY – FRIDAY**

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08:00 – 13:00 and 15:00 – 18.00

Saturday & Sunday – CLOSED.

The office is usually closed for the period from 8<sup>th</sup> to 25<sup>th</sup> August. For urgent matters you still may contact us by email.

## **9. Data Protection**

You should be aware of the fact that the processing of some of your personal data is necessary during provision of the legal services. By ordering the service from the Advocate and by agreeing to these terms you are agreeing to the processing of your personal data including by other *professionals* in order for us to be able to perform the service.

## **10. Complaints procedure**

We are committed to providing high-quality legal service to all clients. If, however, you do wish to make a formal complaint, please know that Firm has in place a complaints handling policy. A copy of this policy will be sent to you on your request, or automatically should you wish to lodge a formal complaint.

If for any reason we are unable to resolve a problem between us, please note that we are regulated by the Cyprus Bar Association and a complaint and redress mechanism is provided through the CBA.

## **11. Dispute Resolution and Governing Law**

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THIS ENGAGEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE REPUBLIC OF CYPRUS. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH OUR ENGAGEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE REPUBLIC OF CYPRUS.

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