

General Terms Of Services

INTRODUCTION

These General Terms of Services (General Terms) constitute an integral part of the contract with the Client entered into by and between the Service Provider (one of the companies of the Group) and the Client and apply to the provision of any Services by such Service Provider, unless expressly agreed otherwise. In the event of differences between the General Terms and the written contract with the Client, the contract terms must prevail, and these General Terms must only apply *mutatis mutandis* to the relevant contractual relationships.

References in these General Terms to “we”, “us”, “our”, “Gofaizen & Sherle”, or the “firm” refer to the Service Provider, which has concluded the contract for services provision with you according to these General Terms. References in these General Terms to “you” or the “Client” refer to the natural person or legal entity that has engaged the Service Provider to provide services according to the contract concluded within terms specified herein, as well as to representative of such person or entity.

These General Terms are effective from **01.09.2025**.

DEFINITIONS

Group means all the following companies:

- **Gofaizen & Sherle OÜ**, legal entity incorporated in Estonia with registry code 16295888, address: Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 2a, 11415;
- **UAB “Gofaizen & Sherle”**, legal entity incorporated in Lithuania with registry code 306079826, address: Vilnius, Lvivo g. 25-702, LT-09320;
- **Gofaizen & Sherle Limited**, legal entity incorporated in Hong Kong with certificate of incorporation no. 3153754, address: 8th Floor, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong;
- **Gofaizen & Sherle Inc.**, legal entity incorporated in Panama with certificate of incorporation no. 155766386, address: World Trade Center 200-B, Suite 266 Calle 53 Este, Marbella, Panama;
- **Gofaizen & Sherle S.A.S. DE C.V.**, legal entity incorporated under the number 243 of the book 4898, address: Av la Revolucion #piso 6 Apto. 12, Colonia San Benito, Presidente Plaza, San Salvador;
- **G&S Accounting OÜ**, legal entity incorporated in Estonia with registry code 17167098, address: Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 2a, 11415;
- **Gofaizen & Sherle Corporate Services OÜ**, legal entity incorporated in Estonia with registry code 16865498, address: Harju maakond, Tallinn, Lasnamäe linnaosa, Lõõtsa tn 2a, 11415.

Service Provider means one of the companies of the Group, which has concluded the contract for Services provision with you. The company of the Group which has issued invoice to you or to third party specified by you shall be considered as the Service Provider, which is concluded the contract with you according to these General Terms in respect of the Services mentioned in such invoice.

Client means natural person or legal entity, which agreed with these General Terms and has contractual relationships with the Service Provider.

Services means activities and duties performed by the Service Provider on commercial basis for the benefit of the Client, including Corporate Services as defined in this chapter.

Confidential information means any information or data with actual or potential commercial value by virtue of its being unknown to the third parties where is no free access to the information on legal grounds and the information holder shall take measures to protect its confidentiality.

Corporate Services mean any of the following services performed by the Service Provider on commercial basis for the benefit of the Client:

Corporate Service	Description
Incorporation Service	Representation of the Client during the incorporation of a legal entity. As result of this service provision, the Client becomes owner (partially or in full) of the relevant legal entity.
Acquisition Service	Representation of the Client during the transfer of legal entity's shares in favor of another legal or natural person. As result of this service provision, the Client becomes the owner of a legal entity or transfers the Client's ownership of a legal entity to third party.
Director Service	Provision of a natural person or a legal entity which shall be appointed as senior manager (director, management board member, etc.) and shall act in favour of the Client.
Nominee Shareholder Service	Provision of a natural person or a legal entity which shall act as the shareholder in favour of the Client.
Address Service	Provision of legal address which shall be used as the Client's registered office address.
Accounting Service	Systematic recording of financial transactions pertaining to the Client and summarizing, analyzing and reporting these transactions to oversight agencies or tax collection entities.
Account Opening Service	Providing assistance to the Client in opening an account with payment institution, Bank, EMI, Crypto Exchange or similar.

ACCEPTANCE OF THE GENERAL TERMS

The service provision contract according to these General Terms shall be deemed as concluded in any of the following cases:

- the Client has passed verification procedure as requested by the any company within Group;
- the Service Provider's invoice issued for requested services is duly paid;
- the Client has expressly requested services from any company within the Group and the relevant company of the Group agreed in writing to provide such services for a fee agreed upon in writing.

You have the right at any time request us to provide information regarding the Services requested and contracts concluded with any company of the Group.

PROVISION OF THE SERVICES

You shall provide the Service Provider all the necessary documents and information required to perform the Services, as requested by the Service Provider.

If the provision of the Services is completely or partially impossible due to the inconsistency of the information or documentation provided by you with the requirements of the legislation or administrative bodies, you undertake to bring the information or the documents in the proper form at your own expense. Delays in the provision of the Services due to the circumstances described in this paragraph cannot be considered as a violation of the contract by the Service Provider.

The Service Provider is obliged to perform the Services with high quality and in full and in accordance with your instructions. If, in the Service Provider's opinion, your instructions damage or may damage the quality or alter the dates of the Services providing, the Service Provider shall make reasonable objections in format which can be reproduced in writing, to you where the Service Provider explains why or how your instructions may cause or already causing damage. In case you dismiss the Service Provider's objections, the Service Provider shall continue the Services providing as directed by you, whereby the Customer is fully liable for the consequences caused by instructions given to the Service Provider.

If it becomes necessary during the course of the Services to instruct outside counsel or other experts, we will discuss this matter with you at the time and suggest suitable outside counsel or experts and the costs likely to be involved. In all such circumstances, you shall be liable for such outside counsel's or expert's fees and disbursements if it is previously agreed.

Corporate Services by Gofaizen & Sherle OÜ

The Corporate Service provision by Gofaizen & Sherle OÜ, registry code: 16295888 (hereinafter in this chapter – the Estonian Service Provider) shall start from the moment when the Estonian Service Provider or person appointed by such provider concludes transaction or performs another legally binding action on behalf of the Client.

The Corporate Services are provided by the Estonian Service Provider only in the course of the business relationship established with the Client. The Estonian Service Provider establishes the business relationship with each Client receiving such services by conclusion of contract in accordance with these General Terms.

The Corporate Services are provided by the Estonian Service Provider for the following fixed fees:

- legal entity's incorporation on the name of the Client – 600 € + VAT (if applicable);
- legal entity's acquisition (wholly on in a part) on the name of the Client – 600 € + VAT (if applicable);
- legal entity's disposal (wholly on in a part) on the name of the Client – 600 € + VAT (if applicable);
- the legal address provision for the Client for a 1-year period – 150 € + VAT (if applicable).

In the aforementioned case, the Estonian Service Provider has the right to include in such invoice justified and necessary expenses, as well as fees for other services (e. g. consulting, preparation of documents, etc.) without specifying separately price for any of the Corporate Services in the invoice issued. By the request of the Client, the Estonian Service Provider may provide information about fees and other expenses included in the invoice issued. In addition, in such case the business relationship arising from the contract for the Corporate Services shall be considered as terminated by the mutual consent of the parties in case when: a) the Client has been received all the Corporate Services agreed and there were no such services additionally provided within next 3 months; b) the Client has been not provided information or documents that are necessary for provision of the Corporate Services agreed within 3 months from the Estonian Service Provider's request; c) the Client has been received for term agreed and no payment for next period was received by the Estonian Service provider.

File management

At the end of the Services provision, the Service Provider normally stores the files relating to that Service for a reasonable period (which will not be less than eight years). You will not be charged for this service. Unless otherwise agreed, we reserve the right to dispose of the file without further reference to you at the end of the period of storage. During the storage period, we may make a charge for retrieving a file and sending you copies or originals of any of the papers which are your property.

License to use for documents provided

You are granted a limited, non-exclusive, non-transferable, and revocable license to use any documents, reports, templates, or other materials ("Materials") provided by us solely for the purpose of using the Services. You shall not publish, disclose, reproduce, sublicense, distribute or otherwise make the Materials available to any third party without our prior written consent. All such Materials shall remain the intellectual property of the Service Provider and must be treated as confidential, even after termination of these General Terms.

Cessation or suspension of the Services

We have the right to cease the Services provision and terminate the contract (or, at our option, to suspend work) by giving you reasonable notice in writing sent to your last known e-mail or by other means, which can be reproduced in writing if:

- any of our invoices issued by any company of the Group remain unpaid for more than 14 calendar days after delivery to you, or for any shorter period which may be reasonable in the circumstances;
- you fail within 14 calendar days (or such lesser period as may in the circumstances be reasonable) to pay any money required of you on account of costs;
- without good reason you fail to provide us with information or instructions in a timely manner in order to provide the Services;
- you fail to comply with any request to provide due diligence information or any information requested pursuant to any money laundering regulations or practices or procedures in force or applicable to us;

- any other circumstances arise which, as a matter of law or practice, entitle us to terminate our Services provision to you.

If we terminate the contract in accordance with the General Terms, we will, where so entitled, retain sole ownership of all file notes and other similar items prepared by our firm's employees. We will also, where so entitled, retain sole ownership of the same during any period for which we suspend work in accordance with the General Terms.

FEES AND PAYMENTS

Fees

Information about the basis of calculating the fees payable to us is set out in our communication with you. Hourly rates referred may be reviewed periodically. We will notify you of applicable changes as soon as practicable after new rates have been set.

Although we generally charge on fixed fee basis, our hourly rate or any fixed fee arrangement may be adjusted, based upon what we regard as being fair and reasonable having regard to all the circumstances of the transaction to reflect the special factors and the liability assumed by the firm. These factors where relevant, are as follows:

- the complexity of the Service, including the difficulty and novelty;
- the place where and the circumstances in which the business or any part thereof is transacted;
- the amount or value of any money or property involved;
- the importance of the Service to the client and its urgency.

Fee estimates and limits

If we provide you the estimate fee for the Service, such estimates of our fees and disbursements are given for guidance only on the basis of information known to us at the time the estimate is given. The estimate given will be subject to a number of assumptions and will be based on a scope of the work that is to be undertaken. Accordingly, there is a likelihood that the estimate may ultimately prove to be lower or higher than our actual fees and disbursements (if applicable) depending on whether or not the assumptions prove correct and whether we are required to undertake less or more work than was originally included in the scope of work in respect of which the estimate was based.

In case of estimate fee, you have the right, on giving us written notice, to request a limit or cap on our fees and disbursements. We will notify you in writing if that limit is reached in order to enquire whether or not you would like us to continue work (subject to a revised limit) or to cease working on the matter.

Refunds

In case of refusal to receive any of the Services agreed without prior violation of obligations arising from these General Terms by the Service Provider, you don't have right to refund any fees or costs, which have been paid to the Service Provider.

Reimbursement of costs

You shall pay in advance to the Service Provider all the required notary and state fees, translation and other costs which are necessary for providing the Services, if bearing of such costs is upon agreed with you. You have the right to pay such costs directly to the relevant subjects.

Delivery of invoices

In the absence of any specific written agreement about when we will deliver invoices to you, we are entitled to deliver interim invoices whenever we consider appropriate. This will usually be before start of specific service provision

Payment of invoices by third parties

If you have agreed with a third party that the third party will be responsible for settling your legal costs, you agree to inform us immediately of such agreement and provide us with such details of the third party and the agreement as we may reasonably require. We may require the third party to also agree to these General Terms before we act for you and request other information from such third party to ensure fulfillment of our due diligence obligations.

We reserve the right, should the third party fail to pay our invoice(s) in accordance with the terms agreed between us, to seek payment from you as our client.

Payment of our invoices and interest on late payments

We may at any time request from you reasonable sums on account of anticipated or accrued fees and disbursements. We reserve the right to appropriate such sums received by us on your behalf to pay for disbursements we have incurred on your behalf, to pay any sums shown in any invoices delivered to you or to pay any other sums which you are informed about in writing prior to such payment being made.

Our invoices are due and payable on delivery. If you do not make payment within 14 calendars days of delivery of the invoice to you we may:

- charge interest on any amount invoiced and unpaid, calculated from the date of delivery of the invoice, at the rate of the lesser of (i) 1% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law;
- terminate entirely our services provided to you until payment is received on past due invoices;
- retain documents and papers belonging to you, together with our own records;
- charge all fees incurred by us in seeking to obtain settlement of our invoice(s).

The rights set out in this chapter are without prejudice to our rights to cease or suspend the Services in accordance with the General Terms.

Interest on money held

Money held by the firm on your behalf will not usually be held on an interest bearing account. If you specifically request that such funds are held in an interest bearing deposit account, we will transfer such

monies accordingly if the interest to be accrued would exceed €100.00 and pay any interest accrued thereon to you. We retain the right to refuse your request of holding funds in an interest bearing deposit account without disclosure any reasons.

LIABILITY

We will rely on you to provide, in a timely manner, all instructions and information needed by us to provide the Services, including acting on your behalf. We will rely on you to inform us of any changes to those instructions or any changes or amendments to the information or any changes to any other relevant circumstances. The firm shall not be under any obligation or duty to check or verify the accuracy and completeness of any instruction or information you provide.

The Services that the firm provides are for the benefit only of the Client, which has engaged us formally to provide the Services. Any person who is not a party to these General Terms has no right to enforce any of the terms herein.

You are solely and fully liable for compliance with applicable laws. You are solely and fully liable for any damages, which may be caused by the Services' early termination resulted from your violation of the obligations specified in these General Terms.

You agree that any claim, action or legal proceeding of any kind or nature arising out of or in connection with the Services either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise) shall be brought only against the relevant Service Provider and that no claims, actions or legal proceedings of any nature shall be brought personally against any partner or employee or any former partner or former employee of the Service Provider, as well as against other companies of the Group.

You agree that this Service Provider's maximum aggregate liability in respect of all claims for breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with the Services provided to you either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise), brought by you or without limitation, your assignees or successors or any person acting on your behalf or any third party shall be limited in total to the fees paid by you for the Service to which such claim relates.

You may have other advisers acting for you as well as us in circumstances where you have agreed to a limitation of their liability. In these cases, our aggregate liability to you in respect of any breach of contract or breach of duty or fault or negligence or otherwise arising out of or in connection with the Services either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise), shall be limited to that proportion of the loss or damage (including interests and costs) suffered by you which is attributed to us by a court of competent jurisdiction having regard to the contribution to such loss and damage by any other person but subject always to the limitation set out above. You agree that this will remain the position even if it means you may not be able to recover a part of any loss for which we might otherwise have been liable.

Any claim for breach of contract, breach of duty or fault or negligence or otherwise arising out of or in connection with the Services either directly or indirectly or as a result of any act or omission by us (whether within the scope of our engagement or otherwise), brought by you or without limitation, your assignees or successors or any person acting on your behalf or any third party shall be brought against us

within one year of the act or omission alleged to have caused the loss or damage in question. If the claim is not brought within this period, it shall be deemed to have been waived and abandoned.

You agree that the provisions regarding our liability shall not be affected by the termination of any kind and that such provisions shall continue in full force and effect notwithstanding any such termination.

No provision of this chapter shall apply to any liability or responsibility which we are restrained by law from seeking to limit or exclude.

You agree to indemnify us and all subsidiaries, affiliates, partners, servants, employees, agents or any former partner or former employee of us (collectively referred to herein as the "Indemnified Persons") and keep each of the Indemnified Persons indemnified from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, claims, demands and suits (including without limitation, costs (including legal costs), expenses or disbursements) of any kind or nature whatsoever which may be imposed on, incurred by or asserted against any of the Indemnified Persons howsoever arising (other than by reason of proven fraud or dishonesty on the part of such Indemnified Person) in connection with the provision of the Services to you.

RESOLVING COMPLAINTS

The employee who is responsible for the Service is also responsible for ensuring that you receive a high quality of service. It is our policy to investigate complaints or any expressed dissatisfaction in relation to our conduct of the Service fully and promptly and to this end we operate an internal complaint handling system.

If you have a complaint relating to the work or service being rendered, you should raise the issue with the employee responsible for the Service.

If you are not satisfied, or if it is inappropriate to raise the issue with the employee responsible, you should make a formal complaint in writing addressed to any of our company's partners who has ultimate responsibility for the matter, giving full details of the nature of your complaint.

The partner, or another partner of the firm nominated by him or her, will then look into the matter and aim to deliver to you a substantive written response within 14 calendar days of receipt of your complaint.

CONFIDENTIALITY

You hereby agree to waive all rights of confidentiality with respect to any disclosure which we make pursuant to any applicable law or regulation or which we reasonably believe is in our best interests to make. You agree that we, our partners and employees shall not be liable for such disclosure. You expressly permit us to transfer your information to another jurisdiction as part of our disaster recovery plan and consent to any consequential disclosure. We reserve the right to record telephone conversations or meetings at our offices at our discretion for the purpose of keeping accurate records of such telephone calls and meetings. No prior notification is required or will be given before such rights are exercised and you consent to such recording.

The parties of these General Terms have agreed to not disclose or transmit confidential information to any third party, and not to carry out actions (or inaction), which may result disclosure or transfer of confidential information to the third parties. Confidential information may be disclosed only to the employees of one of the parties or to the other persons who are directly related to the Services provision.

Confidential information does not include such information which is publicly available, namely when:

- the disclosing party fails to take measures to protect its confidentiality;
- there is access to the information due to the requirements of the existing regulatory and legal statements;
- the information is publicly known as a result of actions and decisions of the disclosing party itself.
- Confidential information shall be disclosed in accordance with the applicable law or upon presentation of the legal requirements by the state or other competent authorities only in the scope of received request and with the notification of the disclosing party, if this party is allowed to make such disclosure.

FINAL PROVISIONS

Communication

According to the volume of the Services, if it is necessary, communication can be carried out in the form of meetings in the Service Provider's premises, as well as in writing by e-mail or using other electronic communication channels. You agree to use email for communication. You confirm awareness of the risks deriving from electronic communication: messages may be lost, confidential and personal information may be intentionally or unintentionally modified, stolen or disclosed to the third parties.

You may contact any company of the Group, including the relevant Service Provider by using the legal address or email info@gofaizen-sherle.com.

Processing of Personal Data

Upon acceptance this General Terms, you give to any company of the Group consent to process the personal data in such a volume as it is necessary for the provision of the Services. The last Group's Data Processing Policy is available at our website www.gofaizen-sherle.com.

Force majeure

We will not be liable to you for any failure or delay in performing any of our obligations or duties to you as a consequence of causes or circumstances beyond our reasonable control including but not limited to hurricane, flooding, earthquake, interruption in telephone/e-mail services, power outage, government intervention and war.

Anti-money laundering Compliance

Applicable anti-money laundering legislation requires us, amongst other things, to obtain the necessary documentation to verify the identity and address of each prospective client and, in certain circumstances, to disclose information about the client. You agree to (i) provide all such information to us, and (ii) comply with all such procedures, as we may reasonably require, in order for us to meet our ongoing obligations under applicable anti-money laundering legislation.

Severability of certain provisions

If any provision of these General Terms is declared by any court of competent jurisdiction to be illegal, invalid or unenforceable in whole or in part, then such provision or part thereof shall to that extent be deemed not to form part of these terms and the legality, validity and enforceability of the remainder of these terms shall be unaffected.

Governing law and disputes resolution

The legislation applicable to these General Terms is the legislation of the Republic of Estonia.

In case of arising disputes under these General Terms shall be resolved by way of negotiations and if they fail through the Harju County Court in Tallinn.