

## General Terms and Conditions for Provision of Legal Address and Contact Person Services

These General Terms and Conditions of Provision of Legal Address and Contact Person Services (General Terms) constitute an integral part of the contract with client entered into by and between Gofaizen & Sherle OÜ (Company) and client (Client) and apply to the provision of any Legal Address and Contact Person Services by the Company, unless expressly agreed otherwise. In the event of differences between the General Terms and the written contract with Client, the General Terms shall prevail.

Effective from: 01.09.2021

### 1. Terms and conditions for Provision of Legal Address and Contact Person Services

#### General Terms

- 1.1. The Legal Address Service can be provided only to the legal entity in the jurisdiction of its incorporation.
- 1.2. The Contact Person Service can be provided to the legal entity in the jurisdiction of its incorporation only in case when law applicable in this jurisdiction allows to appoint a contact person and the contact person's tasks are in line with conditions of the Contact Person Service provision specified below.
- 1.3. The Legal Address and Contact Person Services are provided only in the course of the business relationship established with the Client. The Company establishes the business relationship with each Client receiving such services by conclusion of contract for the Provision of Legal Address and Contact Person Services in accordance with this General Terms.
- 1.4. During performance of the Legal Address and Contact Person Services, the Company 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.
- 1.5. The intellectual property rights created within the framework of the Legal Address and Contact Person Services provided by the Company belong to the Company and the Company grants the Client a non-exclusive licence for the use of the created documents worldwide in a manner necessary for the Client.
- 1.6. The Company shall ensure the quality of the Legal Address and Contact Person Services provided to the Client and shall be liable for the direct patrimonial damage caused to the Client through intent or gross negligence during the provision of Legal Address and Contact Person Services.

- 1.7. The employees of the Company 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 Act](#) and other applicable legislation.
- 1.8. The start of provision of the Legal Address and Contact Person Services shall be the date when the legal address or contact person provided by the Company was entered into the relevant register or has been made publicly available by other means.

### **Legal Address Service**

- 1.9. During provision of the **Legal Address Service**, the Client receives an opportunity to use an address provided by the Company as the Client's business address in the relevant register of legal entities. In addition, the Company shall receive the Client's correspondence upon the following terms:
  - 1.9.1. receiving letters delivered to the mailbox, which shall be checked for at least once per week;
  - 1.9.2. receiving registered letters and other correspondence delivered by a postman or a courier on the name of the Client, upon the prior notification of the Company for 2 working days;
  - 1.9.3. scanning and sending to the Client's e-mail up to 10 pages received per month;
  - 1.9.4. scanning and sending to the Client's e-mail an additional amount of correspondence in excess of the established limit for an additional fee of €0,6 + VAT for each page;
  - 1.9.5. storage of the Client's correspondence received in the amount which does not exceed 2 kg for 3 months from the date of receiving;
  - 1.9.6. destruction of the Client's unclaimed correspondence after 3 months from the date of receiving;
  - 1.9.7. correspondence may be personally received by the Client's representative on working days from 11:00 to 16:00 at local time with prior notification of the Company;
  - 1.9.8. receiving the Client's correspondence (registered mail) at the post office for an additional fee of €75 + VAT for each visit to the post office;
  - 1.9.9. forwarding correspondence for an additional fee of €50 + VAT, with the postage of the Client, which shall be paid in advance.

### **Contact Person Service**

- 1.10. During rendering the **Contact Person Service**, the Company shall be appointed as the Client's authorised representative (contact person in the meaning of applicable legislation) for receiving notifications, correspondence and other information on behalf of the Client.



- 1.11. The Company shall forward all notifications and other information, which was sent to the Company as the Client's contact person, to the Client's e-mail known and to other communication means, if they are available to the Company (e. g. phone number, messenger, etc.);
  
2. **Authorisation and contract's conclusion**
  - 2.1. The authorisation and liability to act on behalf of the Client shall come into force at the moment of conclusion of the contract for the Provision of Legal Address and/or at the moment of conclusion of the contract for the Provision of Contact Person Services. The contracts for Provision of Legal Address Service and for Provision of Contact Person Services shall be deemed concluded if they have 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 (incl. by payment of the fee in accordance with invoice issued).
  - 2.2. The Company 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.
  - 2.3. The Company 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 Company available at the Company's website.
  
3. **Fees and costs**
  - 3.1. The Legal Address and Contact Person Services are provided by the Company for the following fixed fees:
    - 3.1.1. the Legal Address provision for the Client for a 1-year period – 50 € + VAT (if applicable);
    - 3.1.2. the Contact Person provision for the Client for a 1-year period – 50 € + VAT (if applicable);
  - 3.2. The Client shall reimburse the Company for the justified and necessary expenses relating to the performance of the Legal Address and Contact Person Services. 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.
  - 3.3. The Client shall pay fee for the Legal Address and Contact Person Services in accordance with invoice(s) issued by the Company before the start of these services provision. The Company has a 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 the Legal Address and



Contact Person Services in the invoice issued. By the request of the Client, the Company may provide information about fees and other expenses included in the invoice issued.

- 3.4. In case when the Client acquires continuing service with regular payments (e. g. monthly, quarterly, or annually) from the Company, the Legal Address and Contact Person Services shall be deemed as paid for the period of continuing service acquired from the Company.

#### **4. Documents and other information**

- 4.1. The Company has no obligation to verify the accuracy of information received from the Client.
- 4.2. The Company shall, during the performance of the Legal Address and Contact Person Services, maintain all documents related to the performance of the Legal Address and Contact Person that are received from the Client or third parties.
- 4.3. The Company is entitled not to maintain documents in paper form if there is an electronic copy thereof (except for original documents). The Company shall not maintain any printouts of electronic correspondence and electronic documents publicly available on the Internet.
- 4.4. The Company is entitled to withhold the documents of the Client until the fees for the Legal Address and Contact Person Services and the costs related to the provision of services have been reimbursed.
- 4.5. After the termination of the contracts for the Provision Legal Address and for the Provision of Contact Person Services, the Client is obligated to collect, on its own account, from the Company the documents received for performance of the assignment from the Client or third parties.
- 4.6. After the termination of the of the contracts for the Provision Legal Address and for the Provision of Contact Person Services, the Company shall keep the documents received for 3 months, unless agreed otherwise.
- 4.7. After the expiry of 3 months, the Company is entitled to destroy the documents or store them in the archive and to demand the reimbursement of the relevant expenses from the Client.

#### **5. Validity and termination**

- 5.1. The Company is entitled to amend these present General Terms at any time by informing thereof on its homepage. The most recent version of these General Terms is always available on the Company's website.
- 5.2. Upon the termination of the contracts for Provision of Legal Address Service and for Provision of Contact Person Service, the Company shall reasonably consider the objective to avoid damaging the interests of the Client.



- 5.3. The Client may terminate the contracts for Provision of Legal Address Service and for Provision of Contact Person Service at any time by informing the Company thereof.
- 5.4. The Company may waive the obligations assumed under the contracts for Provision of Legal Address Service and for Provision of Contact Person Service or terminate the contracts for Provision of Legal Address Service and for Provision of Contact Person Service, including without disclosing the reasons therefor, if:
  - 5.4.1. there occurs a conflict of interest; or
  - 5.4.2. the Client has submitted a request, the fulfilment of which requires the Company to violate the law or the requirements of professional ethics; or
  - 5.4.3. the Client has violated a material provision of the contracts for Provision of Legal Address Service and for Provision of Contact Person Service; or
  - 5.4.4. the Client fails to submit information or documents that are necessary for the application of the due diligence measures by the Company, or third parties involved in the Legal Address and Contact Person Services provision; or
  - 5.4.5. at any time during the provision of the Legal Address and Contact Person 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.
- 5.5. The business relationship arising from the contract for Provision of Legal Address Service and Contact Person Services shall be considered as terminated by the mutual consent of the parties in case when:
  - 5.5.1. the Client has not been received all the Legal Address and Contact Person Services for period agreed and no payment for the next period was received by the Company; or
  - 5.5.2. the Client has not been received any other continuing service for the period agreed and no payment for the next period was received by the Company; or
  - 5.5.3. the Client has not been providing information or documents that are required for provision of the Legal Address and Contact Person Services agreed within 1 month from the Company's request.
- 5.6. The legal relationship arising from the Legal Address and Contact Person Services shall be governed by the national laws of Estonia. 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 Harju County Court.