

PS LAW FIRM GENERAL TERMS AND CONDITIONS

1. Definitions

PS means the Law Firm of “Pantelakis - Skaltsas,” of 19 Lyvavittou street, 106 72, Athens, Greece. PS is a partnership incorporated in Greece according to the provisions of Presidential Decree 81/2005, member and registered in the Athens Bar Association under number 80282 and with Tax Registration Number 997866168. Tax office (D.O.Y.) D’ Athens.

Applicable Law means Greek law.

Partner is a title referring to a member of PS. The Partners are mentioned in the Law Firm’s website, referred to in clause 13 hereof.

Relationship Partner means the Partner identified as such from time to time. If no Partner has been identified as such, the Relationship Partner for a particular matter will be the Partner responsible for the overall supervision of that matter.

2. Application and interpretation

2.1. These terms will apply to our work for you except to the extent that we agree, or have agreed, different terms with you.

2.2. Nothing in these terms will apply to the extent that their enforcement would result in a breach of Applicable Law or regulations.

2.3. Each provision of these terms will be enforceable independently of each of the others and validity of each provision will not be affected if any of the others are invalid.

3. The scope of work of PS

3.1 We will not be responsible for advising you on non legal matters including accounting, financial and environmental matters and you will be responsible for deciding whether documents or advise prepared or reviewed by us meet your commercial objectives.

3.2. Depending on the requirements of our clients, specific terms and conditions including particular scope of work are included in engagements letters signed between PS and the clients.

3.3. We reserve the right not to send any of our Partners, associates or staff to any location where we believe there is a risk to their personal safety.

4. Fees and invoicing

Our invoices are payable within thirty (30) days of delivery failing which we may exercise our right to stop acting under paragraph 10 hereof and/or charge interest as per the provisions of the Applicable Law. You will also remain liable to pay our fees even if a third party has agreed to pay them.

5. Documents and document storage

5.1. We will retain copyright in all documents we draft and produce in relation to any matter (and, subject to our duties of confidentiality to you, may therefore use the intellectual property rights in the documents as the basis for advising on other matters) but you will have an unlimited license to use those documents for your own purposes.

5.2. In some circumstances, in particular, if you have not paid all of our invoices, we may have the right to keep documents that belong to you even if you ask us to return or destroy them.

5.3. We may destroy documents relating to a matter when we consider that we do not need to keep them, failing which we reserve the right to charge for our storage costs. Subject to paragraph 5.2 and to the Applicable Law or regulations, we will also destroy documents before this time if you instruct us to do so. However we reserve the right to keep documents belonging to us, and cannot guarantee that we can erase all electronic documents.

6. Liability

6.1. Our liability is according to the provisions of Presidential Decree 81/2005 and to the provisions of Legislative Decree 3026/1954 (Code for Lawyers).

6.2. We will not be responsible for any liability of actions or non actions of third parties including other law firms, consultants, notary publics, bailiffs and suppliers etc. with whom we collaborate.

7. Electronic communications

We may communicate with you electronically and you accept the risks involved in such communication.

8. Conflicts/relationships with other clients

8.1. Under legal and professional rules, we may have to stop acting for you if there is a conflict between our duties to you and to other clients, or between our interests and your interests. As it is difficult for us to anticipate all situations which you might perceive to involve such a conflict, please notify us promptly if you consider there may be a potential conflict.

8.2. Subject to our compliance with the professional rules which regulate our conduct as lawyers, we should not be prevented or restricted by virtue of our relationship with you from advising other clients, including clients whose interests may be adverse to your own and companies that you might wish to acquire.

9. Confidentiality

9.1. We will treat any information obtained from you that is not in the public domain as confidential. However, we may sometimes have to disclose information to regulatory authorities or under rules of law or professional conduct. If so, we would (where permissible and practicable) inform you of the request or requirement to disclose.

9.2. We will not use information which is confidential to you for the advantage of, or, subject to paragraph 9.1, disclose such information to, any third party. In the same way, you acknowledge that we will not use confidential information obtained from any other party for your advantage or disclose such information to you, even if it is relevant to a matter.

9.3. We may sometimes outsource support services such as word processing, translation and photocopying, on the basis that our suppliers have agreed or will agree to keep any information they receive from us confidential. We may also discuss your affairs with your other advisers on a matter.

10. Termination

Our retainer for a matter will terminate upon delivery of our final invoice. Otherwise, you may terminate our retainer on any or all matters by written notice at any time. We may do so if we have good reason (such as delay in payment of our fees) and upon reasonable notice. In either case, you will pay our fees and costs up to the time of termination.

11. Concerns, jurisdiction and governing law

Any disputes, including a dispute relating to non-contractual obligations, arising out of or in connection with this agreement or our retainer on any matter will be governed by the Applicable Law, the courts of Athens have exclusive jurisdiction to settle any such disputes.

12. Anti-money laundering laws

Under anti-money laundering laws, we may need formal evidence of your identity before we can act. We must also report suspicions of money laundering activity to the relevant external authorities. We may have to stop work on a matter and may not be allowed to tell you if we make such a report. We will not be liable to you for the consequences of any such report made in good faith.

13. Miscellaneous

Please see our website at www.pslegal.gr or further information about our firm.