

LOCALCOUNSEL TERMS AND CONDITIONS

These Terms and Conditions (the “**Terms**”) govern your use of Site (as defined below) offered by Limited Liability Company "LocalCounsel Ukraine" (Kyiv, Ukraine) (USREOU code: 45054130) (“**LocalCounsel**” or “we” or “us” or “our”).

Please read and review these Terms thoroughly as they contain important information regarding your legal rights, remedies, and obligations. By accepting these Terms (on behalf of yourself or the entity that you represent), you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). You may not access or use Site or accept the Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use Site.

Please note that the Terms are subject to change by LocalCounsel in its sole discretion at any time. When changes are made, a new version of the Terms will be available on Site. We will also update the “version” date at the top of the Terms. You should check these Terms, available through a link on Site, each time you use Site to determine if any changes have been made. If you use Site after the amended Terms have been posted, you will be deemed to have agreed to the amended Terms.

1. DEFINITIONS

<i>Definition</i>	<i>Meaning</i>
Account	Record at Site serving to identify Clients and Law Firms.
Client	Any person that holds Account at Site and submits RFPs using Request Tool.
Law Firm	Any person that holds Account at Site and provides offers to Clients in response to their RFPs.
Site	Website located at the following link: http://localcounsel.com.ua .
Request Tool	Site’s functionality aimed at posting RFPs by Clients at Site.
RFP	Request for proposal.
Services	Providing workspaces for communications between Clients and Law Firms in frames of RFP processing at Site.
Visitor	Any person visiting Site, including the one that does not hold Account.



2. ACCOUNTS

In order to get access to Services you should register Account at Site. To open Account, you will be asked to provide us with certain information such as name and password.

You are solely responsible for maintaining the confidentiality of your Account, your password and for restricting access to your computer or other devices. If you permit others to use your Account credentials, you agree to these Terms on behalf of all other persons who use Services under your Account, and you are responsible for all activities that occur under your Account. Please make sure the information you provide to LocalCounsel upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by LocalCounsel, you may not sell, rent, lease, share, or provide access to your Account to anyone else, including without limitation, charging anyone for access to administrative rights on your Account. LocalCounsel reserves all available legal rights and remedies to prevent unauthorized use of Services.

3. LOCALCOUNSEL STATUS

LocalCounsel offers a communication platform that enables Clients to send RFPs to Law Firms on one hand, and on the other hand enables Law Firms to respond to RFPs, if such Law Firms were selected by Clients via Request Tool. LocalCounsel neither performs nor contracts Law Firms to provide legal services to Clients. You acknowledge and agree that LocalCounsel does not supervise, direct, control, or monitor Law Firms in the performance of any contractual obligations they may have under in accordance with the agreement with Clients. LocalCounsel does not make any representations about or provide guarantee with respect to the services provided by Law Firms as a result of choosing Law Firm with use of Request Tool.

Usage of Site does not imply and/or provide for any binding conditions and/or obligations between Clients and Law Firms. Site is designed exclusively for effective communication between Clients and Law Firms. Any binding conditions and/or obligations between Clients and Law Firms should be agreed in other applicable way, e.g. via email or contractual relations.

Nothing in the Terms is intended to or does prohibit or discourage any Law Firms from engaging in any other business activities or providing any services through any other ways they choose.

As part of our constant effort to improve our Services for Clients, we may test or otherwise temporarily offer certain features and beta tools for your use.

Availability and number of Law Firms will vary based on demand and capacity and is subject to change without notice.

4. FEES / PRICES, PAYMENTS, AND REFUNDS

The estimated fees for Client's placing of the RFP through the Request Tool and/or Law Firm's responses to the RFPs are provided and reflected at the relevant page of Site. The fees of LocalCounsel may be changed in the future at sole discretion of LocalCounsel with publishing new prices/fees on Site.

LocalCounsel does not collect taxes it is not required to collect, but LocalCounsel may be required by applicable law to collect certain taxes or levies, including income tax or VAT. These collection requirements and rates may change based on changes to the law in your area. Any amounts LocalCounsel is required to collect or withhold for the payment of any such additional taxes shall be collected in addition to the fees owed to LocalCounsel.

If the Client or Law Firm paid for Services but thereafter asked for cancellation of provision of Services ("Cancellation Request"), the Client or the Law Firm may be eligible for a full or partial refund of the fees paid. All Cancellation Requests will be evaluated at the time of receipt by LocalCounsel, and must be made



in writing, via email, to refund@localcounsel.com.ua. Your eligibility for refund will differ depending on type of the service you have ordered.

LocalCounsel **does not provide refunds for its disposable Services**, i.e. for the fees paid for creating RFPs by Clients, downloading Excel reports on RFPs by Clients, submitting response to RFPs by Law Firms, and assisting Law Firms with fulfilling data for their respective profiles at Site.

LocalCounsel provides refund of the fees paid for the annual subscription only, assuming that the Cancellation Request (i.e. refund request) is submitted to LocalCounsel during the initial 30 calendar days after purchase of such annual subscription.

5. ASSISTING LAW FIRMS WITH THEIR PROFILES

Help with Law Firm's profile by LocalCounsel implies fulfilling by LocalCounsel the following data from, *inter alia*, public sources for each of English and Ukrainian versions of Law Firm's profile:

1. link to Law Firm's website;
2. Law Firm's presentation/brochure, if provided by administration/representative of Law Firm (both English and Ukrainian versions thereof);
3. Law Firm's liability insurance contract, if provided by administration/representative of Law Firm (both English and Ukrainian versions thereof);
4. number of Law Firm's lawyers, if provided by administration/representative of Law Firm;
5. headquarters and additional locations/offices;
6. links to other accounts and profiles available on LocalCounsel's profile for Law Firms;
7. relevant practices;
8. relevant industries;
9. Law Firm's international rankings for 2021, 2022, 2023 available on LocalCounsel's profile for Law Firms;
10. Law Firm's local Ukrainian rankings for 2021, 2022, 2023 available on LocalCounsel's profile for Law Firms;
11. no more than 4 (four) recent notable projects of Law Firm (for 2021-2023 only);
12. no more than 20 (twenty) team members, contact and other relevant data on whom are provided by administration/representative of Law Firm;
13. no more than 8 (eight) highlighted clients of Law Firm;
14. no more than 4 (four) verified testimonials on Law Firm (for 2021-2023 only).

This type of Services is provided disposable (i.e. one-time), and can be performed by LocalCounsel during 15 working days after payment by respective Law Firm.

6. CONFIDENTIALITY

All information one party receives from the other during the use of Services at LocalCounsel that is generally not known ("Confidential Information") shall be held in strictest confidence and shall not, without the written consent of the disclosing party, be used or disclosed except to the receiving party's affiliates, employees and service providers who are bound to substantially similar obligations of confidentiality and have a need to know on Confidential Information.

Each party will be responsible for any breaches of the confidentiality obligations by its affiliates, employees or service providers.

Receiving party will keep all Confidential Information confidential for 3 (three) years from disclosure. Except as agreed in writing, information will not be Confidential Information unless (a) marked "CONFIDENTIAL" or "PROPRIETARY" or similar marking at the time of disclosure; or (b) disclosed orally or visually but identified as confidential at the time of disclosure and designated as confidential in writing within 30 days of disclosure summarizing the Confidential Information sufficiently for identification; or (c) it should reasonably be understood to be confidential given the nature of the information as sensitive and



non-public information. Confidential Information excludes information that: (a) was already known to recipient without restriction; (b) is publicly available through no fault of recipient; (c) is rightfully received by recipient from a third party without a duty of confidentiality; or (d) is independently developed.

A party may disclose Confidential Information when compelled to do so by law if it provides prior notice to the other party unless a court orders that the other party not be given notice.

LocalCounsel confirms that by using Site Law Firms are not aware of involvement of other Law Firms in Client's selection during RFP process. All communications and documents shared between Clients and Law Firms are not available to other Law Firms and Clients.

7. PRIVACY

To read more about our privacy practices please refer to our Privacy and Cookie Policy, which is available at Site.

8. SECURITY

We will use commercially reasonable administrative, physical and technical safeguards to protect personal information and data provided by Clients and/or Law Firms and follow industry-standard security practices. In case of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of personal information and data provided by Clients and/or Law Firms we will notify you without undue delay and as relevant information becomes available to assist you in meeting your potential reporting or notice obligations under applicable law and you will work with us in good faith to develop any related public statements or required notices.

9. INTELLECTUAL PROPERTY

All rights, titles and interests, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), in and to Site and all of their derivative works and improvements, are retained by LocalCounsel or its licensors. You retain all rights over data and other information that you or persons acting on your behalf input, upload, transfer or make available in relation to, or which is collected from your devices or equipment by Site.

LocalCounsel uses reasonable security measures in order to attempt to protect Clients and Law Firms against unauthorized copying and distribution.

LocalCounsel respects the intellectual property of others and follows the requirements set forth in the applicable intellectual property laws. If you are the intellectual property rights holder and believe that content posted on Site infringes your intellectual property rights, please write us at support@localcounsel.com.ua.

10. ACCEPTABLE USE

You shall not use Services and/or Site for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d) infringing another's intellectual property rights; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers.

While using Site we encourage you to adhere to the Code of Conduct posted on Site.



11. WARRANTY DISCLAIMER

LocalCounsel make no representation or warranty about Services, including that Services will be uninterrupted or error-free, and provide Services (including content and information) on an “as is” and “as available” basis. To the maximum extent permitted by applicable law, LocalCounsel disclaims any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

12. LIMITATION OF LIABILITY

LocalCounsel is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms, including, but not limited to: (i) your use of or your inability to use Site; (ii) delays or disruptions in Site; (iii) viruses or other malicious software obtained by accessing, or linking to Site; (iv) glitches, bugs, errors, or inaccuracies of any kind in Site; (v) damage to your hardware device from the use of Site; (vi) the content, actions, or inactions of third parties’ use of Site; (vii) a suspension or other action taken with respect to your Account.

Additionally, in no event will LocalCounsel be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities.

These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with the Terms, whether in contract, tort (including negligence), strict liability. Some states and jurisdictions do not allow for all of the foregoing exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to you.

13. INDEMNIFICATION

You will indemnify and hold harmless LocalCounsel and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of Site and Services provided, (ii) your content, or (iii) your violation of these Terms.

14. GOVERNING LAW AND FORUM FOR DISPUTE

You and LocalCounsel agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of Services (collectively, “Disputes”) will be governed by the laws of Ukraine, without regard to its conflict of laws provisions. The exclusive jurisdiction for all Disputes will be the Ukrainian courts.

15. MISCELLANEOUS

Ultimate beneficial owner(s) / Controller(s). By registration at Site either Client or Law Firm confirms in good faith the following with respect to itself/herself/himself or on any other entity or individual it/she/he represents:

- it has no controlling russian entities and/or controlling individual/physical persons residents or citizens of russian federation;
- it is not ultimately controlled or managed or owned by russian federation itself, including via state bodies and/or companies and/or other entities;
- it is not ultimately controlled or managed by any other entities or individual/physical persons or countries, which are under sanctions imposed by bodies/authorities of Ukraine and/or European Union and/or United States of America.



Help and Support. We may use a variety of methods (e.g. in-product, Internet, email, chat, fax and phone) to provide technical support and customer service in connection with Site.

Severability. Except as otherwise stated in these Terms, if any section or subsection of these Terms is found to be invalid or unenforceable by any arbitrator or court of law having jurisdiction, such section will be ineffective to the extent of such invalid or unenforceable part only, without affecting the remaining parts of these Terms or section or subsection in any way. The remaining terms, sections, and subsections of the Terms will be valid and enforceable.

Headings. The titles of paragraphs and subparagraphs contained in these Terms are for convenience and reference only and shall not be construed to define, limit, extend, or describe the scope of these Terms nor the intent of any provision.

Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between LocalCounsel and you regarding Services, and these Terms supersede and replace any and all prior oral or written understandings and/or agreements.

Termination. The agreement between you and LocalCounsel commences on the date of the first day of the use of Site, and continues for the term necessary to perform obligations. The non-breaching party may terminate agreement if the other party materially breaches the Terms and fails to cure within 30 days of written notice.