

**General Terms and Conditions  
iValuechain UAB**

**May 2025**

## Article 1 – General

- 1.1 The terms used in these General Terms and Conditions have the following meaning:
- **Client:** The opposite party of iValuechain UAB with regard to a contract within the meaning of article 2, whether an individual or an entity;
  - **iValuechain UAB:** iValuechain UAB, a private limited company organised under the laws of Lithuania with company number 305176304, having its registered address at Aludariai str. 1, LT-01113, Vilnius, Lithuania;
  - **Professional:** A person who provides professional tax and/or transfer pricing advisory services and is duly educated to do so, whether as an employee, subcontractor, or affiliate of iValuechain UAB;
  - **Personal Data:** any information relating to an identified or identifiable living individual, as defined in the EU General Data Protection Regulation (GDPR) and Lithuanian data protection laws.
- 1.2 All engagements shall be accepted and performed exclusively by or under the supervision of a iValuechain UAB Professional, as deemed appropriate by iValuechain UAB.
- 1.3 The Articles in these General Terms and Conditions have also been stipulated on behalf of all persons employed by or working for iValuechain UAB.
- 1.4 iValuechain UAB shall operate as the sole contracting party of the Client. No claims may be brought by the Client against individual Professional(s) of iValuechain UAB.
- 1.5 Any person who is a direct or indirect shareholder of iValuechain UAB and who performs professional services for iValuechain Ltd may be referred to by or on behalf of iValuechain UAB as “director”, “executive director”, “managing director”, “partner”, “senior partner” and/or “global partner”, in accordance with general professional custom. The person referred to as such acts exclusively for the account and risk of iValuechain UAB in performing their professional services.
- 1.6 If statements or actions with regard to the engagement or these General Terms and Conditions, are required to be in writing, electronic statements will be included therein, provided they comply with applicable Lithuanian and EU legislation on electronic communications and any additional security measures implemented by iValuechain UAB.
- 1.7 Any terms not specifically defined in these General Terms and Conditions shall have their ordinary legal meaning, consistent with the laws of the Republic of Lithuania, as set out in clause 14.1.

## Article 2 – Applicability

- 2.1 These General Terms and Conditions shall apply to (1) all contracts of engagement between Client and iValuechain UAB, under which iValuechain UAB is obliged to perform activities; (2) all contracts arising therefrom, supplemental thereto, or connected thereto between Client and iValuechain UAB, or their respective legal successors; and (3) all offers, proposals and pre-contractual documents issued by iValuechain UAB .

- 2.2 Clauses that depart from these General Terms and Conditions shall apply only if and to the extent that these have been expressly agreed to in writing and signed by an authorised representative of iValuechain UAB to Client. The Client's General Terms and Conditions will not apply to the offers and contracts with iValuechain UAB and are expressly rejected.
- 2.3 If any clause in these General Terms and Conditions or in a contract of which iValuechain UAB is party, is or is declared null, void or invalid, the relevant provision(s) or part-provision(s) shall be deemed deleted and shall not affect the validity and enforceability of the rest of the contract, provided it does not materially alter the agreement's nature. In such cases, Client and iValuechain UAB shall negotiate in good faith to amend and replace the invalid clause forthwith which reflects the intended commercial objective of the original clause as closely as possible.
- 2.4 These General Terms and Conditions will also apply and may also be invoked by persons and legal entities (third parties) associated with iValuechain UAB, whether directly or indirectly, and by anyone engaged by iValuechain UAB in the context of the performance of the contract.
- 2.5 In the event of any inconsistency between these General Terms and Conditions and any other document of which iValuechain UAB is party, these General Terms and Conditions shall prevail unless expressly stated otherwise and agreed upon in writing by an authorised representative of iValuechain UAB.
- 2.6 These General Terms and Conditions, together with any written agreements or appendices, will constitute the entire agreement and supersede all prior discussions, agreements, understandings, representations, or warranties, whether written or oral.

## Article 3 – Data and information

- 3.1 iValuechain UAB shall only be obliged to perform or continue to perform the engagement if Client has supplied and iValuechain UAB has received all requested data and information in the indicated form and manner and has paid all fees and expenses on time upon invoicing. Any reasonable additional costs, including administrative costs, incurred due to the failure of Client to supply the requested data or information or to supply the same promptly and properly shall be borne by Client. iValuechain UAB reserves the right to suspend or delay performance until such data, information, and payments are received in full.
- 3.2 Client shall inform iValuechain UAB forthwith of any facts and circumstances which may be of importance with regard to the performance of the engagement.
- 3.3 Client warrants the accuracy, completeness and reliability of the data and information supplied by the Client or on its behalf to iValuechain UAB. iValuechain UAB shall not be held liable for any errors, omissions or delays arising from reliance on such data or information.
- 3.4 Client shall be responsible for compliance with the applicable laws and regulations in the field of Personal Data protection, also in respect of the submission or provision to iValuechain UAB of Personal Data pertaining to personnel, clients or third parties, even if such data have originated from third parties or have been provided by third parties on Client's instructions. iValuechain UAB cannot be held liable for any non-performance or incorrect performance by Client.
- 3.5 Client grants iValuechain UAB permission to process Personal Data supplied by Client in order to discharge the services agreed in the engagement and/or other related purposes. iValuechain UAB will only process Personal Data in accordance with applicable laws and regulations and shall not be liable for any misuse of such data by third parties, outside of its reasonable control.
- 3.6 iValuechain UAB will take appropriate technical and organisational measures to ensure a level of security appropriate to the risk and that personnel authorised to process Personal Data will treat the data confidential. However, iValuechain UAB shall not be liable for breaches caused by events beyond its reasonable control, including but not limited to cyber-attacks or other force majeure events.

- 3.7 In the event of a Personal Data breach, iValuechain UAB will notify Client without undue delay and, where feasible, not later than 72 hours after having become aware of it, unless the breach is unlikely to result in a risk to the rights and freedoms of individuals. iValuechain UAB will support Client with its obligations in the event of such Personal Data breach. iValuechain UAB supports Client to respond to requests from natural persons.
- 3.8 iValuechain UAB will, by default, retain all non-personal data generated, processed, or provided in connection with the engagement both for the purposes of delivering services to the Client and for internal business purposes, including but not limited to analytical research, procedural improvements, templates, and methodologies. In the course of providing services to the Client, iValuechain UAB may naturally refine and improve its templates, methodologies, and processes, as well as develop new tools and service offerings, leveraging insights gained from the engagement in a non-client-specific manner. This retention shall not include any non-anonymised Personal Data or non-anonymised confidential Client information, unless explicitly permitted by the Client. If the Client wishes to have such non-personal data deleted or returned upon completion of services, they must submit a written request to iValuechain UAB within thirty (30) days of service completion by iValuechain UAB. If no such request is received within this period, iValuechain UAB shall be entitled to retain and utilize the data as outlined above.
- 3.9 Client agrees to provide information that iValuechain UAB will request as required to comply with the Law on Tax Administration of the Republic of Lithuania, which implements Council Directive (EU) 2018/822 (DAC6), as overseen by the State Tax Inspectorate. iValuechain UAB shall rely on the accuracy and completeness of the information provided and shall not be held liable for any consequences arising from incorrect or incomplete information supplied by the Client.
- 3.10 Any reasonable additional costs, including fees and expenses incurred in accordance with iValuechain UAB's standard rates and processes, methods of calculation and working processes, incurred due to the failure of Client to supply the requested data or information note in Clause 3.9 or to supply the same promptly and properly, shall be borne by the Client.
- 3.11 Client shall inform iValuechain UAB if any intermediary involved in the arrangement related to the iValuechain UAB services that is deemed to be reportable cross-border arrangement, as defined in Council Directive (EU) 2018/822, is planning to file the report or has filed a report on the reportable cross-border arrangement in any relevant jurisdiction. If a report has been filed, the Client must inform iValuechain UAB of the arrangement reference number within thirty (30) days upon the arrangement reference number was notified to the intermediary. The Client shall bear all costs, liabilities and penalties arising from failure to comply with this obligation, unless explicitly agreed upon in writing, by authorised individuals of both parties.
- 3.12 Client shall indemnify and hold harmless iValuechain UAB and its affiliates, employees and (sub)contractors from and against any and all actions, claims, attorney's fees, costs, or other obligations or liabilities of any nature whatsoever, arising out of (or in connection with) provision of incomplete, improper, misleading information by Client in respect to Clauses 3.9 and 3.11.
- 3.13 iValuechain UAB shall not be held liable for delays in performance caused by the Client's failure to supply requested data or information in a timely manner, or by circumstances beyond the reasonable control of either party.

## Article 4 – Email and internet use

- 4.1 Client and iValuechain UAB may communicate with each other by means of electronic mail (email). However, certain risks are associated with the use of internet and email, such as, but not confined to, distortion, delay, interception, manipulation and viruses. iValuechain UAB shall not be liable for any damage, loss or other consequences arising from the use of internet (communication) services, e.g. email, ClickUp, cloud services.

- 4.2 In the event of any doubt regarding the content and/or transmission of electronic mail, the data extracts from iValuechain UAB's computer systems will be decisive. The Client acknowledges that iValuechain UAB's computer systems include reasonable safeguards to ensure the integrity of such records.
- 4.3 Client is responsible for ensuring adequate security measures, such as encryption, virus protection, and safe handling of their email(s).

## Article 5 – Performance of the engagement

- 5.1 iValuechain UAB shall have sole discretion to determine how and by which person(s) the engagement shall be performed, taking into account any reasonable preferences or wishes expressed by Client as much as possible. iValuechain UAB reserves the right to replace personnel or (sub)contractors as necessary to ensure the engagement's effective execution.
- 5.2 iValuechain UAB shall carry out the work to the best of its ability and with due professional care. iValuechain UAB does not, however, and cannot guarantee the achievement of any intended results or outcomes, nor shall results constitute a condition of the engagement.
- 5.3 Dates by which work must be completed by iValuechain UAB shall be regarded as guidelines, unless iValuechain UAB and Client mutually agree otherwise in writing. The Client shall not be entitled to cancel the contract if and when an agreed deadline is exceeded, unless (1) iValuechain UAB also fails to perform its contractual obligations within a reasonable period after being notified by Client within thirty (30) days after the original date of completion; (2) it is evident that the performance of the contract will be permanently impossible. Additionally, if a deadline is agreed, the deadline can be extended unilaterally by iValuechain UAB if iValuechain UAB has not received all requested data and information in the indicated form and manner, or Client has not paid fees and expenses on time upon invoicing.
- 5.4 iValuechain UAB is under no circumstances obliged to follow or comply with instructions that have an impact on the contents and/or scope of the agreed engagement, unless explicitly agreed otherwise in writing. The Client will owe an (additional) payment to be recorded by iValuechain UAB on the basis of its rates for the following of instructions that have an impact on the content and/or scope of the agreed engagement for iValuechain UAB.
- 5.5 iValuechain UAB will not be obliged to execute work that falls outside the contents and/or the scope of the engagement.
- 5.6 iValuechain UAB shall not be liable for delays or non-performance arising from circumstances beyond its reasonable control (force majeure), including but not limited to acts of God, natural disasters, government actions, cyberattacks, or other force majeure events.
- 5.7 The Client shall cooperate in good faith with iValuechain UAB and provide timely access to information, personnel, and resources as reasonably required for the engagement. Any failure by the Client to fulfil its obligations under this clause (5.7) shall relieve iValuechain UAB of any liability for resulting delays or non-performance.

## Article 6 – Intellectual property rights

- 6.1 iValuechain UAB shall retain exclusive ownership of all intellectual property rights developed, created or used by iValuechain UAB during the performance of the engagement, including, but not confined to, advice, opinions, working methods, contracts, systems, system designs, transfer

pricing tools, economic analyses and software, and other deliverables, whether tangible or intangible, unless third parties are explicitly and solely entitled to such intellectual property rights.. The Client is granted a limited, non-exclusive, non-transferable, revocable license to use the advice and deliverables solely within the Client's organisation and for the purpose behind the engagement, subject to full payment of all applicable fees.

- 6.2 Without prejudice to the provisions in article 7.4, and without the express written permission of iValuechain UAB, Client shall not copy, reproduce, distribute, disclose, modify or otherwise exploit the intellectual property of iValuechain UAB or a recording thereof on any data carrier, either alone or in conjunction with or through third parties. Any unauthorised use of iValuechain UAB's intellectual property shall constitute a material breach of these General Terms and Conditions and entitle iValuechain UAB to seek injunctive relief and/or damages if they see fit.
- 6.3 The Client will indemnify iValuechain UAB against claims by third parties that are based on the argument that iValuechain UAB, by using the data and information provided and/or prescribed by the Client, infringes the intellectual property rights of third parties, and to fulfil all the obligations ensuing from these claims for iValuechain UAB as its own obligations and to compensate iValuechain UAB for all damage ensuing from these claims.
- 6.4 The Client shall not remove, alter, or obscure any copyright notices, trademarks, or other proprietary marks included in the deliverables provided by iValuechain UAB.
- 6.5 The provisions of this Clause (6) shall survive the termination or expiration of the engagement and remain binding on the Client.

## Article 7 – Confidentiality

- 7.1 iValuechain UAB shall not disclose data and information supplied by or on behalf of Client to third parties who are not involved in the performance of the engagement, except as necessary for the internal operations of iValuechain UAB or as otherwise permitted under this agreement. This obligation shall not apply insofar as iValuechain UAB has a legal or professional obligation to disclose such information, or if Client has released iValuechain UAB – partly or wholly – from its duty of confidentiality.
- 7.2 For the avoidance of doubt, the confidentiality obligation stated in Clause 7.1 shall not apply to a report iValuechain UAB may file to the State Tax Inspectorate (VMI) or any other competent authority in accordance with Lithuania's implementation of Council Directive (EU) 2018/822 (DAC6) or any other competent authority under Lithuania's implementation of Council Directive (EU) 2018/822 (DAC6) or similar applicable laws. iValuechain UAB shall not be liable for any consequences of such disclosures, and the Client shall indemnify iValuechain UAB against any related claims or liabilities.
- 7.3 In the event that iValuechain UAB is acting on behalf of itself in disciplinary, civil or criminal proceedings, it shall be entitled to use the data and information supplied by or on behalf of Client as well as other data and information which have come to iValuechain UAB's notice in the course of the engagement, provided such use would, in its reasonable judgement, be of importance for its defence or the advancement of its interests.
- 7.4 Without explicit prior written permission of iValuechain UAB, Client shall not disclose or make available to third parties in any other way advice, opinions or other statements made by iValuechain UAB, whether or not in writing, unless (1) such action arises directly from the contract or is effected to obtain an expert opinion on the work performed by iValuechain UAB, (2) Client has a legal or professional obligation to disclose the information concerned or (3) the Client is acting on its own behalf in disciplinary, civil or criminal proceedings. In all cases, the Client shall ensure iValuechain UAB that proper attribution is maintained. The Client shall notify iValuechain UAB promptly if it intends to disclose any information or advice provided by iValuechain UAB, unless such notification is prohibited by law or regulation.

- 7.5 The confidentiality obligations under this Article 7 shall survive the termination or expiration of the engagement and remain binding on both parties.

## Article 8 – Fee and expenses

- 8.1 The Client agrees to pay to iValuechain UAB a fee for services rendered and to reimburse all expenses incurred in accordance with iValuechain UAB's standard (hourly) rates, calculation methodologies, and operational procedures. Reimbursable expenses comprise of out-of-pocket expenses (e.g., travel expenses, approved by the Client) and the iVC Workflow Management fee. The iVC Workflow Management Fee equals 5% of the fees for the services provided, unless waived or lowered under the Client's subscription to the iVC Crossborder Value Chain Package. Invoices for fees and expenses will be issued on a monthly basis.
- 8.2 Parties may agree that Client shall pay to iValuechain UAB an upfront fee before iValuechain UAB starts to provide its services. The upfront fee amounts to 25% of the (estimated) fees for the services to be provided. This fee shall be non-refundable, except when required by law.
- 8.3 If Client terminates an engagement or requests iValuechain UAB to temporarily cease the performance of an engagement, the Client shall be obliged to pay iValuechain UAB for all fees and expenses incurred, up to and including the moment of notification of such termination or suspension. iValuechain UAB reserves the right to charge additional reasonable administrative costs resulting from the termination as such.
- 8.4 Any estimates of fees given by iValuechain UAB to Client are given only as a guide and should not be regarded as a quotation, unless this is explicitly agreed upon in writing or via email by an authorised representative of iValuechain UAB. Fee estimates are subject to adjustments based on the actual scope and complexity of the services rendered.
- 8.5 Except when explicitly stated otherwise, all fees and expenses are exclusive of applicable taxes, including but not limited to VAT, which shall be payable by the Client in addition to the amounts invoiced. iValuechain UAB reserves the right to periodically review the Client's creditworthiness and payment behaviour. If such reviews indicate a heightened payment risk, iValuechain UAB may adjust payment terms or require additional securities, as deemed appropriate.

## Article 9 – Payment

- 9.1 Payment shall be made in euro, unless the invoice stipulates another currency, by deposit in or transfer to the bank account stated in the invoice. Payments must be made in full, without any deduction, discount, set-off or withholding, within fourteen (14) days of the invoicing date. Failure to comply with these terms shall place the Client in immediate default.
- 9.2 If Client fails to pay within the above-mentioned terms specified, iValuechain UAB shall be entitled, after having reminded Client at least once, without further notice of default or prejudice to the other rights of iValuechain UAB, to charge Client statutory commercial interest from the due date until the date of payment in full and to suspend the performance of its obligations until the invoice or invoices are paid. Additionally, iValuechain UAB reserves the right to suspend the performance of its obligations under the engagement until all outstanding invoices, including (if applicable) interest, have been paid in full. This suspension of obligations shall not relieve the Client from its payment options.



- 9.3 All extra-judicial costs, including but not limited to legal fees, debt recovery agency fees and administrative costs, incurred by iValuechain UAB in connection with the collection of any amounts owed by Client, shall be borne by Client.
- 9.4 All costs incurred by iValuechain UAB in connection with legal proceedings against Client shall be borne by Client, including any and all costs exceeding the legal costs awarded, unless iValuechain UAB is ordered to pay the legal costs as losing party.
- 9.5 iValuechain UAB reserves the right to request Client to effect full or partial payment in advance and/or to provide security – even during the performance of an engagement – if the financial position or the payment behaviour of Client in the opinion of iValuechain UAB so warrants. If Client fails to comply with this request, iValuechain UAB shall be entitled to suspend the performance of its obligations.
- 9.6 iValuechain UAB reserves the right to withhold any deliverables, documents or other outputs produced under the engagement until all outstanding fees, expenses and applicable interest have been paid in full. Such retention shall not constitute a breach of contract, and the Client shall remain obligated to pay all outstanding amounts.
- 9.7 iValuechain UAB reserves the right to terminate the engagement with immediate effect if the Client remains in default of payment obligations for more than thirty (30) days after receiving written notice of default. Such termination shall not relieve the Client of its obligation to pay outstanding fees, expenses, and applicable interest.
- 9.8 The Client must notify iValuechain UAB in writing of any dispute regarding an invoice within fourteen (14) days of receipt, failing which the invoice shall be deemed accepted. The undisputed portion of any invoice must still be paid within the specified payment terms.

## Article 10 – Complaints

- 10.1 iValuechain UAB must be informed in writing, by contacting either the engagement leader or by its Managing Director, Arnas Laurynas, of any complaints concerning work performed or fees charged within thirty (30) days of the date of dispatch of the relevant documents or information on which such complaints are based or, in case Client shall prove that it could not reasonably have discovered the defect earlier, within thirty (30) days after discovery thereof. Failure to submit complaints within this timeframe shall constitute a waiver of any claims related thereto.
- 10.2 A complaint shall not entitle Client to suspend its payment obligations under the engagement, unless iValuechain UAB has informed Client in writing that it considers the complaint to be justified. In such case(s), only the disputed portion of the fees may be withheld, and all undisputed amounts must be paid in accordance with the agreed payment terms.
- 10.3 In the event of a justified complaint, iValuechain UAB shall have the right, at its sole discretion, take one or more of the following actions: (1) adjust the fees charged, (2) rectify the defect free of charge, (3) redo the relevant portion of the engagement concerned, or (4) cancel the performance of the engagement partly or in full against a proportional refund of the fee already paid by Client. The liability of iValuechain UAB for justified complaints shall be limited to the remedies stated in this Article (10) and shall not extend to any indirect, consequential, or special damages incurred by the Client.



## Article 11 – Termination

- 11.1 The Client exclusively has the right to cancel or terminate the contract if this has been agreed in writing, or if the Client derives this right from mandatory applicable legislation. If the Client terminates the contract in a legally valid manner, the Client will be obliged to simultaneously and immediately terminate the exercising of the rights granted on the basis of the contract and to compensate iValuechain UAB for all costs, expenses and fees incurred in relation to the performance of the contract.
- 11.2 iValuechain UAB has the right to unilaterally terminate the contract, wholly or in part, with immediate effect, and/or to suspend the fulfilment of the obligations ensuing from the contract, wholly or in part, with immediate effect, if one or more of the following events occur. Additionally, iValuechain UAB has an explicit right to recover damages, including lost profits and administrative costs, arising from premature termination by the Client.
- a. an attributable failure on the part of the Client to fulfil one or more obligations ensuing from the contract;
  - b. after the conclusion of the contract iValuechain UAB acquires knowledge of circumstances that give good grounds to fear that the Client will not fulfil its obligations. In the event that there are good grounds to fear that the Client will only partially or will not properly comply with the contract, the termination or suspension will be permitted only insofar as the Client still does not comply with the contract or still does not provide security for fulfilment of the obligations within 7 (seven) calendar days after notice of default;
  - c. after the conclusion of the contract the Client has been requested to provide security for the fulfilment of its obligations under the contract and this security is not forthcoming or is insufficient. As soon as security has been provided, the entitlement to terminate or suspend lapses, unless payment is unreasonably delayed due to this;
  - d. submitting an application for suspension of payment regarding the Client, or for a liquidation order regarding the Client, or as the case may be attachment in execution levied by iValuechain UAB against the Client;
  - e. legal incapacity or complete lack of power of disposition of the Client;
  - f. transfer of the majority of the Client's shares to one or more other parties, also including therein majority shareholders in the share capital;
- the Client will be obliged to immediately inform iValuechain UAB of the occurrence of (one of) the incidents referred to in this article.
- 11.3 In the event of any occurrence under Article 11.2(d), any claim of iValuechain UAB against the Client and/or all that the Client is due to iValuechain UAB will be immediately due and payable.
- 11.4 iValuechain UAB will never be liable towards the Client for any compensation, damages or costs arising from the (partial) termination of the contract and the suspension of the obligations ensuing from the contract on the basis of the incidents referred to above in Article 11.2. iValuechain UAB retains the right to claim (additional) compensation if the contract is terminated on the basis of the provisions of Article 11.2.
- 11.5 If the contract is (partially) terminated by the Client or by iValuechain UAB, any services already provided by iValuechain UAB and received by the Client for the performance of the contract, as well as the Client's payment obligations related thereto, will not fall under the obligation to undo. The services that before or at the time of the (partial) termination of the contract were already provided by iValuechain UAB will become immediately due and payable after the (partial) termination.
- 11.6 Documents, information and other materials and/or electronics, material or not, relating to Client matters, including legal documents belonging to Client, shall be returned to Client upon request or, if required by law, will be stored by iValuechain UAB for the maximum period of seven (7) years or

any other retention period according to the applicable laws and regulations, after which iValuechain UAB may destroy the documents and information without further notice to Client, provided no legal or regulatory obligations require their continued retention

- 11.7 Any part of these General Terms and Conditions which by its nature and/or its purpose is to continue in force after expiry or termination of the engagement shall survive, such as (for example) confidentiality and limitation of liability.

## Article 12 – Liability

- 12.1. iValuechain UAB shall be liable to Client for any defect in the performance of the engagement, insofar as such defect implies a failure to exercise the due care and expertise which may be expected with regard to the performance of the engagement. However, iValuechain UAB shall in no event be liable for:
- a. any damage suffered by Client or third parties resulting from inaccurate or incomplete data or information supplied by Client to iValuechain UAB or from other acts or omissions by or on behalf of Client;
  - b. any damage suffered by Client or third parties as a result of acts or omissions of auxiliary persons and/or professionals engaged by iValuechain UAB (not including iValuechain UAB's own employees), even in case such persons and/or professionals are employed by any organisation affiliated with iValuechain UAB;
  - c. any indirect, special or consequential damage suffered by Client or third parties;
  - d. any damage suffered by Client as a result of acting by Client based on advice given by iValuechain UAB on an earlier occasion without first confirming if the advice is still valid and in accordance with applicable law and Client's circumstances;
  - e. any damage or losses arising from changes in the applicable law or the interpretation thereof after the date of discharge of the advice.
- 12.2. If iValuechain UAB is found legally liable for any defects in the performance of the engagement or any unlawful act, Client will be entitled to the compensation of loss up to no more than the total amount of the invoices (excluding VAT and out-of-pocket expenses) sent by iValuechain UAB to Client and paid by Client in the six-months immediately preceding the occurrence giving rise to the liability. Under no circumstances shall the total liability of iValuechain UAB exceed seventy-five thousand euro (€ 75.000), including claims for indirect or consequential damages.
- 12.3. The exclusions and limitations from liability set forth in this Article 12.2 shall not apply to the extent the damage is directly caused by gross negligence or wilful misconduct on the part of iValuechain UAB.
- 12.4. Any and all claims for damages shall be submitted to iValuechain UAB within a reasonable period but no later than three (3) months after Client has discovered or could reasonably have discovered such damage. Failure to submit a claim within this timeframe shall result in the forfeiture of the Client's right to claim compensation.
- 12.5. Client shall hold harmless and indemnify iValuechain UAB and all other group companies within the iValuechain UAB Group against all claims from third parties, including but not limited to shareholders, directors, supervisory directors and employees of Client as well as affiliated legal entities and companies and others involved in the organisation of Client, arising from or in connection with the work performed by iValuechain UAB for Client, unless such claims are due to gross negligence or wilful misconduct on the part of iValuechain UAB. This indemnification also covers all costs involved in setting up a defence against such claims.

- 12.6. iValuechain UAB shall not be liable for any failure or delay in performing its obligations under the engagement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, cyberattacks, or government actions.
- 12.7. iValuechain UAB shall not be liable for any damages resulting from the Client's unauthorised modifications, interpretations, or implementations of advice or deliverables provided by iValuechain UAB
- 12.8. iValuechain UAB shall not be liable for any errors, omissions, or damages arising from services performed by independent third-party firms or professionals engaged by iValuechain UAB, where such firms or professionals act in their own capacity as external service providers. This includes, but is not limited to, advisory firms, legal firms, audit firms, and consulting firms, where the Client is, should reasonably be, or has been made aware that such engagements are separate from iValuechain UAB's direct services. Any liability for services rendered by such independent firms shall rest solely with the respective firm or professional.

## Article 13 – Limitation period

- 13.1. Unless these General Terms and Conditions provide otherwise, any and all claims of Client against iValuechain UAB in connection with the performance of the engagement by iValuechain UAB, regardless of their nature, shall expire (a) one (1) year after the date Client has become aware or could reasonably have been aware of the existence of such claims and (b) in any event no later than six (6) years after the cause of the action arises. The shorter of these two periods shall apply. Failure to bring a claim within the applicable timeframe shall result in the forfeiture of the Client's right to pursue such claims.

## Article 14 – Choice of law, disputes

- 14.1. All contracts between Client and iValuechain UAB shall be exclusively governed and construed in accordance with the laws of the Republic of Lithuania.
- 14.2. Disputes shall exclusively be submitted to the Courts of the Republic of Lithuania in the city in which the registered office of iValuechain UAB is situated. The Client irrevocably submits to the exclusive jurisdiction of these courts.
- 14.3. Notwithstanding the provisions in Article 14.2, the Client and iValuechain UAB may, mutually, agree to use a different manner of dispute settlement where appropriate.

## Article 15 – Other

- 15.1. Client shall provide proof of its identity to iValuechain UAB in accordance with the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania and relevant EU Directives. iValuechain UAB may require additional documents from time to time for compliance reasons and Client agrees to provide such documents on request. Failure to comply with these requirements may result in the suspension or termination of the engagement without liability to iValuechain UAB.

- 15.2. iValuechain UAB may transfer claims of payment of invoices against Client to other group companies within the iValuechain UAB Group or to third parties without prior notice or consent from the Client. Such transfer shall not affect the Client's payment obligations under the contract.
- 15.3. iValuechain UAB is entitled to amend the General Terms and Conditions without consent of Client. iValuechain UAB will inform Client in writing of such amendments to the General Terms and Conditions. Client can make any objections known to iValuechain UAB within one (1) month after being informed on any amendments. If Client does not object, the amendments are effective and apply to the engagement with iValuechain UAB. Amendments of and/or addendums to the contract proposed by Client will only be valid after these amendments and/or addendums have been agreed by iValuechain UAB in writing.
- 15.4. If iValuechain UAB uses a version of these General Terms and Conditions that is not in English, and there are differences between the English version and the version in another language, the English version will be exclusively binding.

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