

GENERAL TERMS OF SERVICE

1. PREAMBLE

1.1. The following terms of service (hereinafter – the **Terms of Service**) describes the terms on which UAB Baltic Virtual Assistants (hereinafter – **Baltic Assist**), legal entity code 303554716, registered address at J. Savickio str. 4, LT-01108, Vilnius, Republic of Lithuania, delivers the services (hereinafter – the **Services**) ordered by the client (hereinafter– the **Client**), the details of which are listed in the work order (hereinafter – the **Work Order**)

1.2. Provision of the Services to the Client is an independent relationship and shall not be construed as creating or implying any relationship of franchise, partnership, joint venture or employer-employee relationship between the Client and Baltic Assist. The Client will not provide benefits, holiday pay, sick leave or any other employee benefits to Baltic Assist.

1.3. These Terms of Services (as may be amended from time to time) govern the relations between the Client and Baltic Assist from entry into the first transaction based on an executed Work Order for the term of 12 (twelve) months. The mentioned term is automatically renewed and extended for consecutive 12 (twelve) months periods at the end of the current term if the Client continues to engage Baltic Assist for Services based on subsequent Work Orders.

2. GENERAL PROVISIONS

2.1. Baltic Assist undertakes to deliver to the Client the Services and the Client undertakes to pay Baltic Assist for the delivered Services.

2.2. For the purposes of these Terms of Services as well as any Work Order, it is expressly accepted and agreed by the Client that the Services constitute only the time (agreed number of hours) allocated for the performance by Baltic Assists specialists of the Client's tasks under the supervision of the Client. It is expressly accepted by the Client that it is the Client's responsibility to ensure that the performance of the given tasks meets quality and other requirements of the Client.

2.3. Baltic Assist agrees to provide the Services to the Client as described in the Work Order executed by the Client and Baltic Assist, which lists the time allocated for the Services, the availability schedule and applicable rates (prices) of the Services, conditions of payment as well as other individual terms and conditions. All items prepared or delivered under the Work Order are collectively referred hereto as the **Deliverables**.

2.4. Entry into numerous transactions following separate Work Orders constitute entry into separate transactions, for which the respective Work Orders and these Terms of Service apply. These Terms of Service and the relevant Work Order constitute the individual contract between Baltic Assist and the Client.

3. ORDERING OF SERVICES

3.1. The Services are ordered by executing the Work Order. Execution of each separate Work Order constitutes entry into a separate transaction by Baltic Assist and the Client regarding the Services specified in such Work Order.

3.2. When the Client is a natural person, by executing the Work Order the Client confirms that the Services are intended for its commercial needs and the Client is acting in a capacity other than consumer capacity, i.e. the Services are intended for needs other than his/her personal or family

needs.

4. PRICE FOR SERVICES AND PAYMENT TERMS

4.1. Applicable rates and prices of the Services and/or other payment conditions are specified in the Work Order.

4.2. The Client agrees to reimburse Baltic Assist for all reasonable expenses authorized in advance by the Client and incurred by Baltic Assist in connection with provision of the Services, which may include, but are not limited to, travel and accommodation, international telephone calls, postage, courier services, etc.

4.3. If not specified differently in the Work Order, the payment term is 8 business days from delivery of the invoice.

4.4. Failure to meet payment terms attaches the duty of the Client to pay interest under the Law on Prevention of Late Payments in Commercial Transactions.

5. DELIVERY OF SERVICES

5.1. Baltic Assist assures availability of its specialist(s) for the delivery of the Services in accordance with the schedule specified in the Work Order. The Client assures that the tasks (instructions) as well as tools (as necessary depending on the specifics of the tasks of the Client) are given in timely manner.

5.2. The Client has to report any issue related to the Services within 30 days. If no issues are reported, it is considered that Baltic Assist properly assured delivery of the Services and the Client may not raise any claims in relation thereto.

5.3. It is expressly accepted and agreed by the Client that the Services are considered as accepted upon expiry of the agreed time (agreed number of hours) irrespective of whether the objective of the Client was reached or not, unless otherwise specifically agreed by the Work Order.

6. THE DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

6.1. All copyright, as well as other intellectual and industrial property rights to the Deliverables including, but not limited to all documentation, all technical information, equipment, supplies, facilities, materials and/or proprietary information (hereinafter – the **Intellectual Rights**) remain the ownership of the Client. Baltic Assist hereby automatically, unconditionally and irrevocably assigns to the Client all transferrable Intellectual rights to the Deliverables and interest related thereto worldwide. Baltic Assist agrees to transfer and assigns to the Client the Intellectual rights, without further compensation.

6.2. Baltic Assist retains the right to withhold any Deliverables including Intellectual Rights created when providing the Services, if payments are not made in a timely manner.

6.3. Baltic Assist has the right to retain a copy of the Deliverables of the Services as delivered to the Client.

7. LIABILITY

7.1. The parties undertake to inform each other about any obstacles to the performance of the Services or other circumstances, essentially affecting the performance of their obligations.

7.2. Either party shall be obliged to compensate the other party any damage and reimburse all and any losses, expenses and costs, arising out of any breach of the Terms of Service or violation of any applicable legal act or violation of the rights of a third party in accordance with this Section.

7.3. If the Client does not perform or does not duly perform the obligations assumed under the Terms of Service, the Work Order and other related documents, Baltic Assist shall inform the Client on this matter and determine a reasonable term to eliminate the breach. If the Client does not eliminate the breach within the determined term or if the breach cannot be eliminated by its nature, Baltic Assist shall have the right to demand compensation of all its losses.

7.4. If the Client does not fulfil its undertakings according to the Terms of Service, the Work Order and other related documents or if any other circumstance occurs, which is not within the Baltic Assists control, Baltic Assist has the right to discontinue the execution of the Services until the undertaking is fulfilled by the Client or the circumstance preventing delivery of the Services has ceased. In all cases Baltic Assist will not be held liable for the delay resulting from the Clients or third party's delay on agreed Deliverables.

7.5. If it is not possible to fulfil the Deliverables due to the Client's fault, the Client has to make the payments according to the Work Order in full, except if the parties explicitly agree otherwise.

7.6. Baltic Assist undertakes to compensate the loss (damages) of the Client only if caused through the fault of Baltic Assist. Baltic Assist shall not compensate the loss (damages) in absence of Baltic Assist fault, as well as when they are caused by the Client's and (or) the third parties' actions and (or) failure to act.

7.7. Taking into consideration that Baltic Assist assures only availability of the agreed time, the client expressly waives its right to make any claims in relation to the quality of the deliverables.

7.8. In no event shall either party be liable under this Terms of Service to other party or third party in any form of liability, for:

7.7.1. any indirect or incidental damages that may be incurred;

7.7.2. any loss of income, loss of business opportunities or loss of goodwill, business or profits (whether direct or indirect) that may be incurred.

7.9. A civil liability shall not apply to the parties for their failure to perform, undue performance or any delay in performance of any obligation hereunder due to irresistible force (*force majeure*) circumstances, which shall be determined according to the requirements of the applicable legal acts. The time for performance shall be extended by the period of time, while such circumstances exist. Where the circumstances of force majeure continue for a period exceeding 6 (six) months, any of the parties may terminate the agreement on provision of the Services by informing the other party 7 (seven) business days in advance.

8. TERMINATION OF THE TERMS OF SERVICES

8.1. Each party can terminate the agreement on the provision of the Services unilaterally, if the other party has failed to perform any obligation required to be performed under the Terms of

Service, the Work Order and other related documents and if such failure is not corrected within 30 (thirty) calendar days from receipt of written notice of a relevant party.

8.2. Termination does not relieve the Client from the obligation to pay Baltic Assist for the Services delivered and compensate expenses incurred, if the agreement on the provision of the Services was terminated not due to the fault of Baltic Assist.

9. DATA SECURITY AND CONFIDENTIALITY

9.1. All information related to the Deliverables, the Terms of Service, the Work Order and/or other documents related to the performance of obligations hereunder, also the information received from the parties during the delivery of the Services and related to the conclusion and/or performance of the agreement on provision of the Services and/or related documents, know-how, trade secrets, etc. shall be regarded confidential and the parties undertake not to disclose it to third parties, except for cases, where such information is necessary for the performance of the Agreement, where it is public or the Parties must disclose it on the basis of the applicable legal acts.

9.2. Neither the Client, nor Baltic Assist shall disclose to a third party confidential information of the other party. The party receiving confidential information shall use the same degree of care and caution as it uses to protect the confidentiality of its own confidential information of like nature, but not less than a reasonable degree of care, shall maintain in confidence the confidential information of the party providing the confidential information and shall ensure that the receiving party's employees maintain confidence of the confidential information.

9.3. The confidentiality restrictions determined in the Terms of Service are mandatory for the parties and shall be in force for indefinite period of time after the Terms of Service are expired or terminated.

9.4. The Parties undertake properly and in accordance with the procedure established in the applicable legal acts to protect personal data disclosed to them and use it only within the scope necessary for the fulfilment of the obligations under the Term of Services, the Work Order and other related documents.

10. NON SOLICITATION

10.1. For a 2 (two) year period from the date of completion of Client's last Work Order, each party agrees that it will not (through itself, affiliates, principals, or other related parties) solicit for employment, employ, consult with, utilize the services of or in any other manner induce any employees, service providers as well as subcontractors of the other party to perform services for such party or any person or legal entity related thereto.

11. FINAL PROVISIONS

11.1. Baltic Assist is entitled to hire subcontractors without prior notice of the client.

11.2. If any other agreements or Work Order(s) are necessary to enforce the intent of these Terms of Service or the Work Order, the parties agree to execute such provisions as and when the need arises.

11.3. These Terms of Service together with the Work Order(s) and further documents as necessary, set forth the entire agreement on provision of the Services and understanding between the parties relating to the subject matter and supersedes all prior discussions, oral or in

writing, between the parties.

11.4. These Terms of Service as well as any transactions under any individual Work Order(s) shall be construed in accordance with and governed by the laws of the Republic of Lithuania, including without limitations any contractual or non-contractual liability arising in relation to the provisions of the Services by Baltic Assist.

11.5. Any dispute, controversy or claim arising out of or in connection to the agreement on provision of the Services, as well as issues of breach, termination or validity/invalidity hereof (hereinafter – the **Dispute**) shall be settled by mutual negotiations. If the Dispute is failed to be mutually settled within 30 calendar days starting from the receipt of one party's request by the other party, such Dispute shall be settled by the competent court of the Republic of Lithuania, the territorial jurisdiction of which will be determined by Baltic Assists registered office address, disclosed in a public register.

11.6. If any provision of these Terms of Service is contrary to the requirements of the applicable legal acts or upon their amendment becomes contrary, or is invalid due to other reasons, it shall not affect the validity of other provisions of the Terms of Services. In such case, it will be immediately substituted by Baltic Assist with a legally effective provision, which should correspond to the purpose of the invalid provision and the Terms of Services.

11.7. These Terms of Service shall not be assigned or transferred by any party without the prior explicit consent of the other party. In case of assignment, the terms of the Terms of Service will be binding upon assignees provided that any unauthorized assignment shall be null and void and shall constitute a breach of the Terms of Service.

11.8. These Terms of Service may be changed at any time at the discretion of Baltic Assist by notice to the Client. Continued use of the Services by the Client constitutes the agreement of the Client to any such change. In case of disagreement with the changes, the Client must immediately discontinue use of the Services and notify Baltic Assist.

12. CONTACT INFORMATION

12.1. If you have any questions or need assistance, please contact Baltic Assist as follows:

Email: info@balticassist.com

Phone: + 370 647 70357 (Mon – Fri, 8:00 – 17:00).