

# General terms and conditions of provision of legal services

*This page contains general terms and conditions of provision of legal services by our company. By concluding the contract for provision of legal services, the client agrees with these general terms and conditions unless the contract expressly provides otherwise.*

## 1. Scope and interpretation of the terms and conditions

- 1.1. These general terms and conditions apply to legal relation arising from the services provision contract concluded between the Client (customer) and the Office (provider of the legal services).
- 1.2. In addition to the general terms and conditions, the relations between the Client and Office are governed by the current legislation of Estonia, separately agreed conditions, and the established ethics of the legal services provision.
- 1.3. If any of the general terms and conditions are contrary to the conditions of legal act and thus become invalid and this does not affect the validity of other conditions, or other provision of the general terms and conditions for the concluded service contract.

## 2. Definitions

- 2.1. **Office** – company with the following details:
  - 2.1.1. business name: DIAMONT LAW OÜ;
  - 2.1.2. place of establishment: Estonia
  - 2.1.3. registry code: 14031263;
  - 2.1.4. address: Harju maakond, Tallinn, Mustamäe linnaosa, Mäealuse tn 3a, 12618;
  - 2.1.5. e-mail: [contact@diamont.ee](mailto:contact@diamont.ee).
  - 2.1.6. website: <https://diamont.ee>.

2.2. **Client** – legal or natural person, which has entered into service provision contract with the Office as the client.

2.3. **Service** – a predetermined action or set of actions performed by the Office to fulfill the main obligation under service provision Contract with the Client.

### **3. The order for service provision contract conclusion**

3.1. Service provision contract may be concluded between the Client and the Office orally or in writing, as well in a format which can be reproduced in writing.

3.2. The contract considered concluded if the client agrees to conclude service provision contract or have paid the invoice for the services of the Office.

### **4. Order of service provision**

4.1. Office provides the client with legal services on a professional basis. Legal services include:

4.1.1. **consultation** – drawing up and bringing to the Client a qualified resolution for the specific issue. Within the consultation the legal basis of the issue and possible resolutions, initial data and other relevant circumstances are analyzed. Consultation can be provided orally or in writing, using the available means of communication (phone, e-mail, messenger, etc.);

4.1.2. **drawing up a document** – drawing up document in writing in accordance with the request of Client. Any written can be considered as document. The most popular types of documents are contracts, claims, letters, statements and court documents;

4.1.3. **representation of interests** – the implementation of actions that have legal grounds on behalf of and in the interest of the Client.

Representations of the Client' s interests is possible both before the third parties and before the state bodies, including the court, police etc.

- 4.1.4. The provision of legal services may involve a combination of the above mentioned services as well as contain other actions necessary to fulfill Client' s requests.
- 4.2. When providing the services Office shall ensure maximum legal protection of the interests of the Client, guided by the current legislation and professional ethics.
- 4.3. For all intellectual property objects created during the services provision, the Office grants Client a simple license which gives the right to use the intellectual property objects anywhere and at any time for the personal purposes of the Client.
- 4.4. The price for service provision is 180 euros per hour (including VAT), unless otherwise expressly provided by the agreement between the Client and Office.

## **5. Rights and obligation of the parties**

- 5.1. Office is obligated to fulfill the assigned tasks and provide services within the time period agreed with the Client and in the absence of such – within a reasonable time.
- 5.2. Client is obligated to provide the Office with all required and comprehensive information regarding the requested service as well as provide all necessary assistance in the performance of such service. The Client is obligated to provide truthful information and the Office is not obliged to take actions to verify information or documents provided by the Client
- 5.3. The Client is obligated to pay invoices issued to them to the bank account of the Office within the specified period and in the absence of such – within 10 days from the date on invoicing.

- 5.4. The Client is obligated to bear all the necessary costs related to the service provision including the costs of the state fee, payments for the experts and translators services and other costs arising from the service provision and if such costs are incurred by the Office, recover them within 10 days period from the date of invoicing.
- 5.5. Office is obliged to keep confidentiality of the Client' s confidential information which becomes known to the Office within provision of services, including but not limited to the scope of work related to the provision of legal assistance, the fact of contacting the Office, the fact of signing the contract and the amount of payment for legal assistance. The Client can release Office from this obligation in writing.
- 5.6. Office is obligated to not provide legal service to the persons in the same cases whose interests may conflict with the Clients' interests. Provision of legal service to the Client' s competitors, not related to the personal and commercial secrets of the Client cannot be considered as a conflict of interest.

## **6. Liability**

- 6.1. The Office is responsible for the damages caused to the Client by improper performance of the service contract, if such damages caused as result of intent or negligence.
- 6.2. Office is not responsible for the damages caused to the Client as a result of the latter providing the incorrect or incomplete information.

## **7. Amendment and termination of the service provision contract**

- 7.1. The Client has a right to terminate the concluded contract at any time by notifying Office. The Client is obliged to pay for all services provided prior to termination of the contract in full.
- 7.2. Office has a right to terminate service provision contract if:

- 7.2.1. In course of performance of the service in Office a conflict of interest arises and such conflict has not been resolved;
- 7.2.2. The service requested by the Client implies violation of the law or professional ethics;
- 7.2.3. If the Client does not provide data or information required for implementation of the due diligence measures on the part of the Office.
- 7.2.4. such obligation follows from the law.

## **8. Final provisions**

- 8.1. Applicable law for the contract is Estonian law
- 8.2. In case of arising disputes under the contract parties shall resolve them by way of negotiations and if they fail to come to solutions through the Harju County Court in Tallinn.