
STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Version 2.7 | January 2026

These Standard Terms of Engagement for Legal Services (the “Standard Terms”) govern the provision of legal and related professional services by **SEA CASE Law Boutique LLC**, a company incorporated under the laws of Ukraine, company code 43183459, registered office at 21 Himnazychna Street, Odesa, 65012, Ukraine (“SEA CASE”, “we”, “us” or “our”), to the person or entity engaging our services (the “Client”, “you” or “your”).

1. GENERAL AND APPLICATION

- 1.1.** These Standard Terms apply to all legal and related professional services provided by SEA CASE to the Client unless otherwise expressly agreed by us in writing.
- 1.2.** The specific scope of work, fees, payment arrangements and any matter-specific terms may be set out in a separate engagement letter, fee proposal, quotation, assignment letter, statement of work, e-mail confirmation or other written communication accepted by the Client (the “Engagement Letter”).
- 1.3.** The Engagement Letter and these Standard Terms together constitute the terms governing the relevant engagement (the “Matter”). In the event of any inconsistency, the Engagement Letter shall prevail in respect of that Matter.
- 1.4.** These Standard Terms may be accepted by signing an Engagement Letter, expressly confirming our proposal by e-mail, paying an agreed advance, or otherwise instructing SEA CASE to commence or continue work after having received these Standard Terms.
- 1.5.** Acceptance of one Matter does not oblige SEA CASE to accept any subsequent Matter. Each new Matter may be subject to a conflict check, KYC/compliance review and separate fee arrangements.

2. THE CLIENT AND SCOPE OF ENGAGEMENT

- 2.1.** Our Client is solely the person or entity expressly identified as the Client in the relevant Engagement Letter.
- 2.2.** Unless expressly agreed otherwise in writing, our engagement does not create a lawyer-client relationship with the Client’s shareholders or beneficial owners, directors, officers or employees, parent, subsidiary or affiliated companies, insurers, agents, business partners or any other related person or entity.
- 2.3.** We provide services only in respect of the Matter and scope expressly agreed with the Client.
- 2.4.** Unless expressly included in the agreed scope, our engagement does not include tax or accounting advice, financial or investment advice, technical or engineering advice, advice on foreign law, or any subsequent procedural stage such as an appeal, cassation or enforcement following completion of the preceding stage.
- 2.5.** Any additional or substantially changed work may be subject to a separate fee arrangement.
- 2.6.** Our advice and work product are prepared solely for the Client and for the purposes of the relevant Matter. No third party may rely on them without our prior written consent.

3. SEA CASE TEAM

- 3.1.** SEA CASE may appoint a responsible lawyer to coordinate the Matter and may allocate work among partners, advocates, lawyers, paralegals and other professionals according to the nature, complexity, urgency and cost-efficiency of the Matter.
- 3.2.** Where representation by a licensed advocate is required by applicable law, the relevant work shall be undertaken by an advocate duly authorised to provide such representation.
- 3.3.** Where appropriate, we may involve foreign counsel, experts, surveyors or other professionals, subject to these Standard Terms concerning external advisers and expenses.

4. CLIENT INSTRUCTIONS AND INFORMATION

- 4.1.** The Client shall provide SEA CASE with complete, accurate and timely information and documents relevant to the Matter.
- 4.2.** Unless there is an apparent reason to question them, SEA CASE may rely on documents and information supplied by the Client without independently verifying their accuracy or authenticity.

4.3. The Client shall promptly inform SEA CASE of any court, arbitral, enforcement or administrative documents received; applicable procedural or contractual deadlines; any new claim, demand or communication from another party; any payment made or received in connection with the Matter; settlement discussions or direct negotiations; any material change in circumstances; and any change in authorised representatives or contact details.

4.4. SEA CASE shall not be responsible for adverse consequences resulting from incomplete, inaccurate or late information or instructions supplied by the Client.

4.5. SEA CASE may rely on instructions received from persons identified or reasonably understood to be authorised by the Client until we are notified otherwise in writing.

4.6. SEA CASE shall not enter into a settlement, compromise a claim or materially waive the Client's rights without the Client's approval.

5. FEES

5.1. Our fees may be agreed on one or more of the following bases: hourly rates, fixed fees, stage-based fees, monthly retainers, blended rates, capped fees, Success Fees, or a combination of these models.

5.2. The fee arrangement applicable to a particular Matter shall be specified in the Engagement Letter or Fee Proposal.

5.3. Hourly rates may reflect the seniority and experience of the professional involved as well as the complexity, urgency, responsibility and other circumstances of the Matter.

5.4. Chargeable work may include reviewing and analysing documents; legal research; drafting agreements, claims, submissions, letters and other documents; correspondence and communications; telephone and video conferences; negotiations; preparation for and attendance at hearings and meetings; interaction with courts, authorities, counterparties and third parties; internal professional discussions reasonably necessary for the Matter; and travel time where agreed or reasonably required.

5.5. Any fee estimate or budget is an estimate only unless expressly identified as a fixed fee or fee cap.

5.6. A fixed fee applies only to the scope expressly covered by that fee. Additional work resulting from changed circumstances, new claims or counterclaims, additional proceedings, appeals, enforcement or a material expansion of the Matter may be charged separately.

5.7. SEA CASE may periodically revise its standard hourly rates. Any revised rate applicable to an ongoing Matter shall apply prospectively following prior notice to the Client.

6. SUCCESS FEE

6.1. SEA CASE and the Client may agree upon a success fee in addition to the basic legal fees (the "Success Fee"). The amount or percentage, method of calculation and the event giving rise to the Success Fee shall be set out in the relevant Engagement Letter or Fee Proposal.

6.2. Unless expressly agreed otherwise, a Success Fee is payable in addition to, and not instead of, the basic legal fees.

6.3. A Success Fee may be linked to actual recovery of money, settlement of a claim, a favourable court or arbitral decision, successful defence or reduction of a claim, release of arrested, seized or detained property, recovery of cargo or other assets, or another measurable legal or economic result agreed with the Client.

6.4. Unless the Engagement Letter provides otherwise, "Recovered Amount" means the economic value actually received, credited, set off or otherwise obtained by the Client or a person designated by the Client in connection with the Matter. This may include direct payment, settlement payments, instalments, set-off, repayment following restructuring, transfer of assets accepted in satisfaction of a claim, or payment to an affiliate or third party at the Client's instruction.

6.5. A Success Fee remains payable where, after SEA CASE has commenced work on the Matter, the Client reaches a settlement or receives payment directly from the debtor or counterparty without SEA CASE being involved in the final payment process.

6.6. Unless otherwise agreed, the Success Fee becomes payable proportionally as each part of the Recovered Amount is actually received or otherwise satisfied.

6.7. Where different Success Fee percentages apply depending on the amount recovered, those percentages shall apply progressively to the relevant portions of the Recovered Amount unless the Engagement Letter expressly states otherwise. Moving into a lower percentage band shall not reduce the Success Fee already accrued on amounts falling within earlier bands.

7. ADVANCE PAYMENTS AND RETAINERS

7.1. SEA CASE may require an advance payment, retainer or provision for anticipated fees and expenses before commencing or continuing work.

7.2. SEA CASE may request additional advance payments during the Matter where the initial advance has been substantially utilised or further work or expenses are anticipated.

7.3. Unless otherwise agreed, advance payments may be applied against fees and expenses invoiced in connection with the Matter.

7.4. SEA CASE may suspend commencement or continuation of work until the requested advance has been received.

7.5. SEA CASE is not obliged to receive or hold funds recovered for the Client unless this has been expressly agreed and is legally permissible. Where practicable, recovered amounts should be paid directly to the Client.

8. EXPENSES AND THIRD-PARTY COSTS

8.1. Unless expressly stated otherwise, our professional fees do not include external expenses and disbursements.

8.2. The Client shall be responsible for reasonable expenses incurred in connection with the Matter, including court and arbitration fees, enforcement fees, notarial fees, registration and registry charges, translations and interpreters, courier and postal costs, travel and accommodation, surveyors, experts, valuers, technical advisers, foreign lawyers and local counsel, and other third-party costs reasonably required for the Matter.

8.3. SEA CASE shall obtain the Client's prior approval before incurring substantial external expenses, except where immediate action is reasonably necessary to protect the Client's interests and prior approval cannot reasonably be obtained.

8.4. SEA CASE may require anticipated third-party costs to be paid in advance.

9. TAXES, BANK CHARGES AND CURRENCY

9.1. Fees are exclusive of applicable taxes, duties or similar charges unless expressly stated otherwise.

9.2. The Client shall bear bank charges, intermediary bank charges and currency conversion costs so that SEA CASE receives the full invoiced amount.

9.3. Payment shall be made in the currency stated in the relevant invoice.

9.4. Where the Client is legally required to withhold tax from a payment to SEA CASE, the Client shall notify SEA CASE before payment and provide appropriate official evidence of the withholding.

9.5. Where legally permissible and unless otherwise agreed, payments shall be adjusted so that SEA CASE receives the net amount that would have been received had no withholding been required.

10. INVOICING AND PAYMENT

10.1. SEA CASE may issue invoices in advance, monthly, upon completion of a stage, following completion of particular work, or according to another agreed billing schedule.

10.2. Unless otherwise stated in the Engagement Letter or invoice, invoices shall be paid within five (5) business days of receipt.

10.3. The Client shall raise any bona fide question regarding an invoice promptly after receipt. A dispute concerning part of an invoice shall not relieve the Client from paying the undisputed part when due.

10.4. If an invoice is overdue, SEA CASE may suspend further work, decline to commence the next stage, require advance payment for future services, terminate the engagement where professionally and legally permissible, and claim any interest, compensation or other amounts available under applicable law.

10.5. Any award or reimbursement of legal costs by a court, tribunal, counterparty or other person does not limit the Client's obligation to pay the fees agreed with SEA CASE.

11. FOREIGN COUNSEL AND OTHER PROFESSIONAL ADVISERS

11.1. Where a Matter requires advice or representation under foreign law, SEA CASE may recommend or assist in engaging foreign counsel or another professional adviser.

11.2. Unless expressly agreed otherwise, foreign counsel and independent advisers provide their services independently and are responsible for their own professional work. Their fees and expenses shall be borne by the Client unless expressly included in SEA CASE's agreed fee.

11.3. SEA CASE shall not provide an opinion on foreign law unless expressly agreed and appropriately supported by counsel qualified in the relevant jurisdiction.

12. CONFIDENTIALITY

12.1. SEA CASE shall keep information concerning the Client and the Matter confidential in accordance with applicable law and applicable professional obligations.



12.2. Confidential information may be disclosed with the Client's consent; where reasonably necessary to perform the engagement; to SEA CASE personnel and professional advisers involved in the Matter; to foreign counsel, experts, surveyors and other service providers engaged for the Matter; where required by law, court order or a competent authority; or where reasonably necessary for SEA CASE to establish, exercise or defend its legal rights.

12.3. SEA CASE may refer to its experience in a Matter on an anonymised basis provided that no confidential Client information is disclosed.

12.4. SEA CASE shall not publicly identify the Client or disclose confidential details of a non-public Matter for marketing purposes without the Client's consent, where such consent is required.

13. CONFLICTS OF INTEREST

13.1. SEA CASE may perform a conflict check before accepting instructions. The Client shall provide sufficient information concerning relevant parties, counterparties, beneficial owners and other persons necessary for that check.

13.2. Subject to applicable professional rules and confidentiality obligations, SEA CASE may act for another client whose interests are adverse to the Client or its affiliates in a Matter that is not substantially related to the Matter for which SEA CASE acts for the Client.

13.3. Engagement by SEA CASE of one company within a corporate group does not constitute engagement by all members of that group.

13.4. If an actual or potential conflict arises after commencement of a Matter, SEA CASE may take such steps as are required or permitted under applicable law and professional rules, including withdrawal from one or more representations.

14. KYC, AML, SANCTIONS AND COMPLIANCE

14.1. SEA CASE may require information and documents necessary to identify and verify the Client; identify beneficial owners; verify representatives and their authority; understand the nature and purpose of the engagement; conduct sanctions and compliance screening; and comply with applicable anti-money laundering, counter-terrorist financing and other legal obligations.

14.2. SEA CASE may refuse to commence, suspend or terminate services if requested KYC information is not provided; there is a relevant sanctions restriction; continuation could expose SEA CASE, its personnel, banks or professional partners to legal or regulatory risk; or SEA CASE reasonably considers that continuation would be inconsistent with applicable law or professional obligations.

14.3. SEA CASE may conduct screening against Ukrainian and, where appropriate, international sanctions and restricted-party lists.

14.4. Where required by applicable law, SEA CASE may make reports or disclosures to competent authorities without first obtaining the Client's consent or informing the Client.

15. PERSONAL DATA

15.1. SEA CASE may process personal data received in connection with a Matter for the purposes of providing legal services, client administration and communications, invoicing and payment administration, conflict checks, KYC/AML and sanctions compliance, record keeping, and compliance with legal and regulatory obligations.

15.2. Personal data may, where reasonably necessary for the engagement, be shared with SEA CASE personnel, professional advisers, foreign counsel and service providers.

15.3. In international Matters, personal data may be transferred across borders where necessary for the provision of services and subject to applicable data protection requirements.

15.4. Further details may be provided in SEA CASE's Privacy Policy.

16. ELECTRONIC COMMUNICATIONS AND TECHNOLOGY

16.1. E-mail shall be the principal means of formal day-to-day communication unless otherwise agreed. The Client accepts the use of electronic communications and acknowledges the inherent risks associated with e-mail and electronic systems.

16.2. SEA CASE may use reputable third-party IT, document-management, communications, cloud and technology-assisted service providers in connection with the provision of legal services, subject to reasonable confidentiality and security measures.

16.3. SEA CASE may use technology-assisted tools, including artificial-intelligence-enabled tools, where appropriate to support legal work. Such tools do not replace professional legal judgment, and SEA CASE remains responsible for the legal services it provides. Confidential information will not knowingly be submitted to public systems where doing so would materially compromise applicable confidentiality obligations.



16.4. The Client shall independently verify any purported change to SEA CASE bank details using a previously known communication channel before making payment.

16.5. SEA CASE shall not be responsible for a payment made to fraudulent or altered bank details where such details were not validly communicated by SEA CASE and the Client failed to carry out reasonable verification.

17. INTELLECTUAL PROPERTY AND WORK PRODUCT

17.1. SEA CASE retains ownership of its general know-how, methodologies, templates, precedents, legal models and other materials of general application.

17.2. Upon payment of the applicable fees, the Client may use final documents prepared specifically for the Client for the purposes for which they were created.

17.3. Unless otherwise agreed, that right is non-exclusive and does not transfer ownership of SEA CASE's underlying know-how or templates.

17.4. Drafts, internal notes, working materials and internal professional communications remain the property of SEA CASE to the extent permitted by applicable law.

18. NO GUARANTEE OF OUTCOME

18.1. SEA CASE shall perform its services professionally and with reasonable care. No statement concerning likely outcome, timing, recoverability or prospects of success constitutes a guarantee.

18.2. Litigation, arbitration, enforcement, regulatory proceedings and negotiations inherently depend on courts, authorities, counterparties and other circumstances beyond SEA CASE's control.

18.3. SEA CASE does not guarantee that a claim will succeed, that a judgment will be enforced, that a debtor will have sufficient assets, that legal costs will be recoverable from another party, or that a proceeding will be completed within a particular timeframe.

19. LIMITATION OF LIABILITY

19.1. To the fullest extent permitted by applicable law, SEA CASE shall not be liable for indirect or consequential loss, including loss of anticipated profit or business opportunity, arising from the engagement.

19.2. SEA CASE shall not be responsible for loss caused by inaccurate, incomplete or late information supplied by the Client; decisions taken by the Client contrary to or without our advice; acts or omissions of courts, authorities, banks, counterparties or independent third-party advisers; changes in law or judicial practice following completion of the relevant advice; or circumstances outside SEA CASE's reasonable control.

19.3. To the fullest extent permitted by applicable law, SEA CASE's aggregate liability arising from a particular Matter shall not exceed two (2) times the professional fees actually paid to SEA CASE for that Matter.

19.4. The limitation in clause 19.3 shall not apply to intentional misconduct or to any liability that cannot lawfully be limited or excluded.

20. TERMINATION AND SUSPENSION

20.1. The Client may terminate SEA CASE's engagement at any time by written notice.

20.2. Termination does not affect the Client's obligation to pay fees for work already performed, expenses already incurred, third-party costs already committed, and any Success Fee that has accrued under the agreed fee arrangement.

20.3. SEA CASE may suspend or terminate its engagement where permitted by applicable law and professional rules, including where invoices remain unpaid; requested advance payments are not made; the Client fails to provide necessary instructions or information; a conflict of interest arises; the Client requests unlawful or unethical conduct; KYC, AML or sanctions concerns arise; SEA CASE has lost confidence in the accuracy of material information supplied by the Client; or continuation would otherwise be inconsistent with SEA CASE's professional obligations.

20.4. Where reasonably possible, SEA CASE will provide notice sufficient to allow the Client to arrange alternative representation.

20.5. Completion of the agreed scope of work terminates the relevant engagement unless continuing services have expressly been agreed.

21. CLIENT FILES AND RECORDS

21.1. Original documents supplied by the Client may be returned upon request, subject to any legal or professional requirement to retain them.

21.2. SEA CASE may retain electronic copies of Matter files for the period required by applicable law, professional obligations and reasonable internal record-retention policies.

21.3. SEA CASE may destroy retained files following expiry of the applicable retention period unless otherwise agreed.

21.4. SEA CASE is not obliged to retain duplicate copies of documents already returned or otherwise made available to the Client indefinitely.

22. FORCE MAJEURE AND EXTRAORDINARY CIRCUMSTANCES

22.1. SEA CASE shall not be liable for delay or failure to perform caused by circumstances outside its reasonable control, including war or hostilities, missile or drone attacks, evacuation requirements, prolonged electricity or telecommunications outages, cyberattacks, governmental restrictions, natural disasters or other extraordinary events materially preventing performance.

22.2. SEA CASE shall use reasonable efforts to minimise disruption and, where practicable, inform the Client of any material impact on the Matter.

22.3. This clause does not relieve the Client from paying fees and expenses accrued before or independently of the relevant event.

23. GOVERNING LAW AND JURISDICTION

23.1. These Standard Terms, each Engagement Letter and the relationship between SEA CASE and the Client shall be governed by the laws of Ukraine unless expressly agreed otherwise in writing.

23.2. The parties shall attempt in good faith to resolve any dispute through negotiations.

23.3. Any dispute arising out of or in connection with our engagement that cannot be resolved amicably shall be submitted to the competent courts of Ukraine, unless the relevant Engagement Letter provides for arbitration or another agreed forum.

23.4. Nothing in this clause shall override mandatory rules on exclusive jurisdiction or other mandatory provisions of applicable law.

24. AMENDMENTS AND ORDER OF PRECEDENCE

24.1. Any amendment to the commercial terms of a particular Matter should be confirmed in writing.

24.2. Matter-specific terms expressly agreed in an Engagement Letter shall prevail over these Standard Terms.

24.3. SEA CASE may update these Standard Terms from time to time. Unless otherwise agreed, an updated version shall apply to new Matters commenced after the updated version has been provided or published. Material changes shall not apply retrospectively to completed services.

24.4. These Standard Terms shall prevail over any standard purchasing terms, outside counsel guidelines or other standard terms supplied by the Client unless SEA CASE expressly agrees in writing to accept such terms.

25. GENERAL AND LANGUAGE

25.1. If any provision of these Standard Terms is held invalid or unenforceable, the remaining provisions shall remain in effect.

25.2. Failure or delay by either party to exercise a right shall not constitute a waiver of that right.

25.3. The Client may not assign its rights or obligations under an engagement without SEA CASE's prior written consent.

25.4. Nothing in the engagement creates a partnership, joint venture, employment or agency relationship between SEA CASE and the Client.

25.5. These Standard Terms may be accepted electronically and counterparts or electronic confirmations shall have the same effect as an original written acceptance to the extent permitted by applicable law.

25.6. These Standard Terms are issued in English for international Clients. SEA CASE may provide a Ukrainian translation for convenience or legal purposes. Unless otherwise agreed in the relevant Engagement Letter, the English-language version shall prevail in the event of inconsistency between language versions, to the extent permitted by applicable law.