

Head Office:

**Rikkos Mappourides & Associates L.L.C.**

Ilioupoleos 7, 1st Floor 1101 Nicosia (Ayios Andreas)

Telephone: 22-024777 Fax: 22-029358



RIKKOS MAPPOURIDES  
& ASSOCIATES L.L.C.

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## **ENGAGEMENT AGREEMENT**

This Agreement is entered into today the ..... Day of ..... 20....., between ..... (**reg. no. HE .....**) on the one part, (hereinafter referred to as the “**Client**”) and Messrs Rikkos Mappourides & Associates LLC on the other part, (hereinafter referred to as the “**Advocate**”), and witnesses as follows:

### **WHEREAS:**

- (A) The **Advocate** is a firm of lawyers based in Nicosia, Cyprus, exercising advocacy under the provisions of Advocates Law and providing inter alia legal consultancy services;
- (B) The **Client** is a **Cyprus** registered **limited liability Company**. (Where the Client is a Limited Liability Company, the undisputed beneficial owner of the company and its Directors are also liable to the commitment and contractual obligations of this Assignment.)
- (C) Whereas the **Client** desires to engage the **Advocate** as its legal consultant in Cyprus for the provision of professional services, (such engagement referred to as the “**Engagement**”), with respect to all court and out of court cases agreed individually with the client as described in **ANNEX A** of this Agreement, (such work collectively referred to as the “**Assignment**”); and
- (D) Whereas the **Advocate** is ready, willing and able to assist the **Client** and carry out the subject of this Assignment.

### **THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

#### **1. SUBJECT OF THE ENGAGEMENT**

- 1.1. The **Client** agrees to appoint and hereby appoints the **Advocate** to be the representative for all issues arising from this engagement. The subject of the engagement is prescribed in **ANNEX A above** of this agreement and for all Court Cases the Client shall sign the respective retainer to be filed in every Court proceeding.
- 1.2. The **Client** undertakes to fully co-operate with the **Advocate** in order for the latter to perform its duties and ensure that the undertaking may include:
  - 1.2.1 Disclosure of any information, report or document relevant to the subject matter of this agreement.
  - 1.2.2 To identify confidential information and the degree of disclosure applicable.
  - 1.2.3 To maintain vigilance in keeping the **Advocate** inform of changes that may or will affect the status of the **Client**.
  - 1.2.4 To clearly identify the person/s and method/s of communication between the two parties, unless otherwise this is superseded by a written statement by the **Client**.

#### **2. FEES**

- 2.1. The contracting parties agree the following for the professional fees and disbursements to be paid to the **Advocate** in relation to the services to be rendered:
  - i. The matters and cases which will be entrusted to the **Advocate** as part of the Assignment will be handled by the following persons: Mr. Rikkos Mappourides (General Litigation Partner) assisted by such other partners and/or lawyers and/or other ancillary staff of the **Advocate** as the needs of the Assignment might dictate.
  - ii. The agreed amount to be deposited/paid for the subject of this engagement is prescribed in **ANNEX B** of this Agreement and in absence of any written provision to the contrary, as estimated following the Court Scales set by the Supreme Court Regulations or the Pancyprian Bar Association plus VAT 19% (if applicable), plus stamps and charges for service of legal documents to the other parties in the procedure.

Senior & Managing Partner: Rikkos Mappourides

Advocates: Ioanna Charalambous, Daphne Mappouridou, Christos Kounias

- iii. All fees that are chargeable with VAT (if applicable) under the law shall be so charged.
- iv. Except if otherwise provided in **ANNEX B** of this Agreement, on signing this Assignment the cost of litigation and consultancy will be settled on a one year basis against invoices issued by the Lawyer to the client as part of their certification cost. In the termination of the said period the accounts will be settled and the agreement will be valid for the expenses relating to the following up period of one year.

### **3. LIMITED LIABILITY**

- 3.1. The liability of the **Advocate** for malpractice in the case of negligence is limited to €350000; liability for indirect and consequential damage is excluded. Notwithstanding the foregoing, the full liability of the **Advocate** for willful misconduct or fraud remains unaffected.
- 3.2. In the event that the **Advocate's** malpractice has only been the contributing cause of damage, the **Advocate** is only liable to the degree of its negligence in relation to the other causes of the damage, and the above figure of maximum liability will be reduced accordingly. This applies in particular in all cases of joint engagement with other Lawyers, tax **Advocates**, auditors, Medical Doctors or other professionals.
- 3.3. If further liability coverage is desired, special liability insurance with a higher amount of coverage can be arranged on specific instruction by the **Client** and on their own expense.

### **4. CONFIDENTIALITY**

- 4.1. The **Advocate** undertakes and is obligated by professional law that where he is in possession of the information about the **Client** that is by its nature or by Law confidential, or is designated as such by the **Client** (whether in writing or orally, or by filling the questionnaire known as "**KNOW your Client**" which is hereby attached as **ANNEX C**), including this Engagement Agreement, (the "**Confidential Information**"),
  - (i) keep it confidential and in particular:
    - a) keep all documents and other material bearing or incorporating any of the Confidential Information safe and separate from all other documents and materials
    - b) keep a written record of all copies or reproductions of any Confidential Information specifying when and by whom they were taken and to whom they have been sent (if anyone). Such record shall be available for inspection by the **Client** upon giving the **Advocate** 3 working days' notice in writing; and
    - c) exercise in relation to the Confidential Information, no lesser security measures and degree of care than those which the Advocate apply to his own confidential information (and which he warrants as providing adequate protection against any unauthorized disclosure, copying or use)
  - (ii) use it only in connection with Assignment; and
  - (iii) not to disclose it to any other person without the **Client's** prior written consent.

These undertakings will not apply to any information that otherwise becomes generally publicly available through the Court or by any other means, was possessed prior to the commencement of the Services (or prior to being designated as Confidential Information), is lawfully acquired from a third party who is under no obligation of confidentiality or information which is or has been independently developed by the recipient.

- 4.2. In the event that the **Advocate** is requested or required (by Interrogatories, Orders, or any kind of Requests for disclosure of information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information provided by the **Client** or any of its representatives, the **Advocate** undertakes that it will provide the **Client** with prompt notice of such request so that the **Client** may seek an appropriate protective order and/or waive the compliance of the **Advocate** with the confidentiality undertakings. The **Client** shall be deemed to have waived such undertakings in the event of any Court order for the disclosure of any Confidential Information disobedience with which would result in contempt or other proceedings being taken against the **Advocate** and/or its officers, employees or representatives.
- 4.3. The **Advocate** at any time upon the request of the **Client**, shall, upon payment of all outstanding fees related to the issue to which any document relates, at the instruction and option of the **Client**, return or to destroy any document including copies, summaries, notes, photographs, reports, computerized recorded data or other media for storage of information and any duplicates thereof containing **Confidential Information**. Provided that the **Advocate** may retain any document required by law to be retained by the **Advocate** or applicable rule or regulation in force or legal compliance.

4.4. The **Advocate** due to the enforcement of the General Data Protection Regulation (GDPR) 2016 for Natural Persons and the obligation to follow this strictly, attaches as **ANNEX C** hereto the Private Policy of the Company which is an integral part of this agreement.

**5. COMMENCEMENT AND DURATION OF THE ENGAGEMENT**

5.1. The Engagement commences on signing hereof and is concluded on completion of the Assignment.

5.2. The Engagement Agreement also may apply to future engagements/mandates provided no other written agreements are entered into.

5.3. The Engagement ends by written termination by any one of the contracting parties. Termination can take effect without cause by the said written notice. The written Notice has to be given at least 15 working days prior to the desire termination.

5.4. In the event of termination by either party then:

- i. the **Advocate** undertakes to render to the **Client** its final analytical statement of fees and expenses for all services rendered and the **Client** is obliged to pay within 30 calendar days.
- ii. Upon payment of all outstanding legal fees and disbursements the **Advocate** undertakes on request to deliver to the **Client** copies/originals of all documents and support documentation relating to the Assignment.

**6. CONFLICT OF INTEREST**

6.1. As an attorney, the **Advocate** will not represent parties with conflicting interests. Noncompliance with the prohibition of representation of conflicting interests is a disciplinary offence.

6.2. To avoid a conflict of interests the **Advocate** will regularly conduct conflicts verification compliance. For these purposes the **Client** is obligated during the engagement to notify to the **Advocate** all persons/entities that are or may become involved in this matter as well as persons/entities affiliated to those other involved or potentially involved parties (such as parent corporations, subsidiaries, managing directors or family members).

**7. MISCELLANEOUS**

7.1. All amendments and supplements to this Engagement Agreement, including a change of this provision, shall be in writing to become effective.

7.2. This Engagement Agreement is covered by Cyprus Law and the Cyprus Courts shall have exclusive jurisdiction for the adjudication of any difference or dispute arising from the performance and/or termination of the present agreement and/or with regard to any matter concerning the subject matter of this agreement and/or the provision of the services postulated hereunder.

7.3. If any provision of this Engagement Agreement is or becomes ineffective, the remainder of this Engagement Agreement will remain in effect. The ineffective provision is to be replaced or completed by a provision which - in accordance with Cyprus law - best reflects the contractually desired and commercially reasonable arrangement and result. This applies respectively for possible omissions in this Engagement Agreement.

7.4. Any notice required to be sent as per the terms of the present Agreement shall be in writing and shall be sent by fax or email and courier to the following address of the contacting parties:

**THE ADVOCATE**

Rikkos Mappourides and Associates L.L.C  
7 Ilioupoleos street, 1<sup>st</sup> Floor, 1101 Nicosia (Ayios Andreas)  
Tel: 00357-22024777  
Fax: 00357-22029358

**THE Client**

Name of Company: .....  
Address: .....

Tel: .....  
Fax: .....

- 7.5. The contact person on behalf of the **Client** for the purposes of this Engagement Agreement is Mr. .... (e-mail address: [.....](#)) or as the **Client** shall direct in the future, in writing and the **Advocate** shall rely on their instructions in the process of completing the Assignment, such instruction being provided by telephone fax, e-mail, registered mail or other means or communication.
- 7.6. This Agreement was made in duplicate and each party holds a copy.

\_\_\_\_\_  
**Rikkos Mappourides  
& Associates LLC  
(reg. no. HE 312793)**

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**Company Name:.....  
(reg. no. HE .....)**