

## **Terms and Conditions**

### **1. Our Relationship with You**

1.1. Within these Terms, Andreas Demetriades & Co LLC is referred to as the “Firm,” “we,” or “us.”

1.2. These terms and conditions (“Terms”), together with the engagement letter or email (including any supplementary engagement letter or email) provided to you for your specific matter (“Engagement Letter”), constitute the agreement between you and the Firm (“Contract”) under which we deliver legal advice and/or representation in the Republic of Cyprus. In case of any discrepancy, the latest Engagement Letter will take precedence.

1.3. The Contract pertains to your relationship with us as a law firm. It does not extend to any relationship you may have with a subsidiary or affiliate company of the Firm regarding fiduciary administration services.

1.4. The Contract becomes effective once you confirm agreement (orally or in writing) or when we begin providing services, whichever occurs first.

1.5. These Terms may be updated periodically, and we will inform you via notices in our email footers. We might not send a personalized communication for such updates. If you engage our services for any new matter following such updates, the new engagement will be based on the latest version of our Terms.

### **2. Our Advice and Services**

2.1. Our advice is limited to the laws of the Republic of Cyprus.

2.2. The scope of any matter (including any changes) will be agreed upon with you in the Engagement Letter.

2.3. We will decide how and by whom the services will be performed. If the Engagement Letter specifies certain individuals, we will make reasonable efforts to ensure they perform the services. We reserve the right to replace the named individuals with others of comparable expertise.

2.4. We will keep you periodically informed of the progress of any instructions, typically via email or phone. We will communicate orally or in writing with anyone who is, or appears to be, from the office or institution that initially contacted us and will take instructions from such persons unless you specifically request otherwise. Such requests should be directed to the relevant partner and will apply only to the matter in question.

2.5. Our advice is directed to the ‘client’ specified in the Engagement Letter and only concerning the matter for which we are instructed. Where the client consists of more than one person, information will be freely shared among the clients.

2.6. When you seek and receive legal advice from us regarding your rights and obligations, legal advice or attorney-client privilege will apply to our communications concerning that advice. If we represent you in anticipated or actual legal proceedings, litigation or attorney-client privilege

will apply to our communications regarding those proceedings.

2.7. You consent to our use of electronic communication (including email and messaging apps like WhatsApp and WeChat), acknowledging the associated risks (e.g., interception, unauthorized access, and viruses). We do not accept liability for any damage or loss caused by non-receipt, delayed receipt, inadvertent misdirection, interception by third parties, viruses, or communications corrupted or altered after dispatch. Nor do we accept liability for errors or issues related to this mode of communication, especially regarding commercially sensitive material.

2.8. We provide a broad range of services to numerous clients and may occasionally serve companies and organizations that you might consider a conflict of interest. Although we have procedures to identify such situations, we cannot guarantee the identification of all potential conflicts due to the difficulty of anticipating your perspective on conflicts. In case of a conflict, we will promptly notify you and implement appropriate measures to safeguard your interests, discussing and agreeing on the arrangements to maintain confidentiality and ensure the independence of the advice you receive. We will not use information confidential to you for another party's benefit, nor use confidential information obtained from any other party for your advantage.

2.9. Our internal procedures ensure that confidential information

communicated to us during our Contract remains confidential.

### **3. Anti-Money Laundering and Know Your Client Requirements**

3.1. Upon accepting instructions in various areas of our business, we may need to conduct due diligence and know-your-client procedures, adhering to applicable laws, regulations, and our internal policies and practices to identify our clients (and in some cases, beneficial owners) for anti-money laundering and counter-terrorist financing compliance (“AML KYC”) purposes.

3.2. If we cannot meet the AML KYC requirements due to your failure to provide necessary identity evidence, source of funds, or any other required information, we reserve the right to stop working for you at any time during our engagement. Where allowed, we will provide reasonable notice. If we become suspicious of your activities or transactions during our relationship, please note our reporting obligations under applicable laws and regulations.

3.3. Do not send us money unless we explicitly request it. If you send money without our request and we have not yet met our regulatory requirements, we may need to stop working for you and may be obligated to disclose the matter to the relevant authority and/or be unable to return the funds to you.

3.4. Do not share our bank details with a third party or pay us in cash without our written consent.



3.5. Often, we are instructed by other lawyers or professional intermediaries. In such cases, we will comply with our AML KYC obligations, and clauses 3.1, 3.2, 3.3, 3.4, and 3.6 will continue to apply. We expect to be informed of the underlying client(s) from the outset and provided with contact details regardless of who assumes responsibility for our fees. We will assume that the instructing professional adviser will timely and accurately convey our advice but reserve the right to communicate directly with the underlying client at any stage.

3.6. Neither you nor we will engage in any act that would cause the other party or its affiliates to violate any anti-bribery and corruption laws, regulations, or any equivalent legislation in any jurisdiction.

#### **4. Confidentiality and Personal Data**

4.1. We pledge to treat any information and/or documentation received during our engagement with strict confidentiality, except where disclosure is legally required. The Firm will implement necessary security measures accordingly.

4.2. By entering into the Contract with us, you acknowledge and agree that the information provided to us, along with any personal data and requested information, will be processed for the purposes of providing you with the required services.

4.3. Personal data will be processed solely to provide the necessary services. The data may be transferred to third parties within the European

Union and/or third countries only if required to provide the services.

4.4. The information recipients will be those indicated in the Engagement Letter and/or any Firm employees, representatives, affiliates, any sub-contractors, agents or service providers of the Firm.

4.5. Personal data may be used, stored, processed, and transferred solely for the stated purposes in the Contract. For further information on how the Firm handles personal data, you may review our Privacy Policy accessible at [www.demetriadeslaw.com](http://www.demetriadeslaw.com)

4.6. Our appointed Data Protection Officer can be contacted at [dpo@demetriadeslaw.com](mailto:dpo@demetriadeslaw.com)

4.7. You acknowledge that we may receive personal data from third parties to provide our services. You are reminded to notify us of any changes to your personal data to update our records accordingly.

#### **5. Fees, Invoicing, and Payment**

5.1. The nature of our fees and an estimate based on the scope and available information at the time will be outlined in our Engagement Letter.

5.2. All estimates and quotations exclude VAT. Where VAT is applicable, it will be invoiced.

5.3. We may deem it beneficial to instruct a third party (e.g., correspondent lawyers, experts, or others) as agents on your behalf and at your expense, following consultation



with you. Their fees will be charged as disbursements.

5.4. Additional charges may apply for photocopying, telephone calls, travel, searches, court fees, hosting online data or deal rooms, and other services at our or their standard rates at the time, as well as other expenses.

5.5. We reserve the right to submit invoices for our services at any point during the course of a matter.

5.6. We may require an advance payment on account of our fees and/or disbursements before commencing work. Any advance payments will be held in a non-interest-bearing account separate from the Firm's money. You authorize us to use the sums held in such an account to settle invoices immediately.

5.7. We do not accept liability for any sums held in a client account that are unavailable due to the failure of any financial or banking institution or any restriction by such an institution on accessing deposits.

5.8. Our invoices are payable upon receipt in the currency in which they are issued, without any deductions, set-off, counterclaim, or withholding (unless required by law).

5.9. If a banking institution, law, regulation, or other requirement necessitates a deduction when paying an invoice, you will pay an additional amount to ensure we receive the net sum equal to the invoice amount.

5.10. We must approve any proposal for a third party to pay any part of our

invoices in advance. Despite such approval, you remain responsible for paying the entire invoice and any accrued interest.

5.11. If an invoice remains unpaid 30 calendar days after delivery: 5.11.1. We are entitled to charge interest on the unpaid amount at the reference interest rate set by the Central Bank of Cyprus. 5.11.2. You are responsible for any costs associated with obtaining payment (e.g., legal costs, collection agents' costs, tracing agents' costs), on an indemnity basis. 5.11.3. Upon giving you written notice (including by email), we may cease work on the matter to which the invoice relates and any of your other matters. We are not responsible for any loss resulting from such inactivity. In litigious matters, we may also withdraw from the court or tribunal record.

5.12. We may exercise a lien over your files and documents until all amounts due to us are paid in full, subject to applicable laws and regulations.

## **6. Intellectual Property Rights**

We retain all copyright and other intellectual property rights in all materials, documents, and processes developed, designed, and created by us during a matter. You may only use and copy material created by us for you, or independently developed and used in your matter, in accordance with our advice or specific license terms. All material must be kept confidential unless otherwise agreed.



## **7. Termination**

You may terminate the Contract, and we may cease to act for you at any time, in each case by written notice. We are entitled to retain all your papers, documents, and other property in our possession while there is money owed to us for fees and expenses related to any matter.

## **8. Governing Law and Jurisdiction**

The Contract shall be governed by and construed in accordance with the laws of the Republic of Cyprus. You irrevocably agree that the courts of the Republic of Cyprus have sole jurisdiction to resolve any disputes arising out of or in connection with the Contract and the services and advice provided by the Firm.

## **9. Complaints**

9.1. Any concerns or complaints about our work should initially be directed to the partner or director responsible for your instructions. We maintain internal procedures for escalating concerns beyond the responsible partner or director if necessary.

9.2. Any queries regarding our invoices should be raised with the partner or director responsible for the matter as soon as possible.