

**GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR PROVIDING LEGAL  
SERVICES BY  
KANCELARIA PRAWNA SCHAMPERA, DUBIS, ZAJĄC I WSPÓLNICY SP. K.**

**§ 1.**

These General Terms and Conditions specify the content of contracts for providing legal services by and between Kancelaria Prawna Schampera, Dubis, Zajac i Wspólnicy sp. k. and its Clients, unless other terms and conditions have been agreed in the contract or arise from the applicable regulation of law.

**§ 2.**

**Definitions.**

- 1) **Law firm** – Kancelaria Prawna Schampera, Dubis, Zajac i Wspólnicy sp. k. with its registered office in Wrocław, ul. Kazimierza Wielkiego 3, entered into the register of entrepreneurs of the National Court Register by the District Court for Wrocław Fabryczna 6<sup>th</sup> Commercial Division under the number 0000131331, tax identification number (NIP) 895-17-80-757, statistical number (REGON) 932832704;
- 2) **Client** – natural person(s), legal person(s) or organisational entity(-ies) with no legal personality, holding a partial legal capacity, being a party to a contract for the provision of legal services concluded with the Law firm;
- 3) **Consumer** – Client of the Law firm being a natural person, using the legal services provided by the Law Firm in a matter not directly related to its business or professional activity;
- 4) **Contract** – contract for provision of legal services between the Law firm and the Client;
- 5) **GTC** – these General Terms and Conditions of Contracts for the providing of legal services by the Law firm;
- 6) **Lawyer of the Law firm** – Partner of the Law firm, legal advisor, advocate, tax advisor, legal advisor trainee, advocate trainee or lawyer employed by the Law firm under an employment contract or co-operating with the Law firm on the basis of other agreement.

**§ 3.**

**General principles for provision of legal services by the Law firm.**

1. The Law firm provides legal services to the Clients on the basis of a Contract concluded in any manner, to the content of which the parties shall agree in writing or verbally, also by means of distance communication.
2. On the basis of the Contract, the Client entrusts and the Law firm undertakes to provide legal services to the Client. Terms and conditions for providing legal services shall be determined by the provisions of the Contract and GTC.
3. Exclusion of application or change of GTC in relation between the parties require a separate agreement between them in writing under pain of nullity, unless the parties expressly agree in advance to waive the right to introduce such changes in writing, in particular, if the agreement is



being concluded by means of distance communication. In the event of discrepancies between the provisions of the Contract and GTC, the provisions of the Contract shall prevail.

4. The Law firm provides GTC constantly on its website at [www.pl.schindhelm.com](http://www.pl.schindhelm.com) and shall notify them to the Client each time before the conclusion of the Contract, either by their delivery, or by indicating the manner in which the Client may learn about their content, which results in binding the Client to GTC. However, if the Contract is being concluded with the Consumer, GTC bind the Client, if they have been delivered at the time of the conclusion of the Contract.
5. By providing legal services, the Law firm undertakes to exercise due diligence, resulting from the knowledge of law and the rules of professional ethics of a legal advisor, an advocate or a tax advisor.
6. The Law firm provides legal services in accordance with the rules provided for such activities in the act of 6 July 1982 on legal advisors, as amended, the act of 26 May 1982 on advocates' profession, as amended, the act of 5 July 1996 on tax advisory, as amended, the Code of Conduct of Legal Advisor - Appendix to Resolution no. 3/2014 of the Extraordinary National Congress of Legal Advisors of 22 November 2014 as amended, *the Code of Conduct of Advocates - Compendium of Rules on Advocates' Ethics and the Dignity of the Profession - adopted by the Supreme Bar Council on 10 October 1998*, as amended, Principles of ethics of tax advisors - appendix to Resolution no. 32/2014 of the National Council of Tax Advisors of 11 February 2014, as amended. Changes in the legal acts shall not require an amendment to the Contract nor GTC, and are applicable in determinating the rules for providing legal services by the Law firm for the Client from the date when they enter entry into force.
7. The Law firm entrusts the Lawyers of the Law firm with performance of legal services being a subject matter of the Contract and, if necessary, the other Lawyers employed by the Office or co-operating with it on other legal basis. Such entrustment shall not require a separate consent of the Client and occurs at the risk of the Law firm, and the Law firm shall guarantee that the lawyers, who are entrusted with these actions, possess appropriate preparation and qualifications not lower than the Lawyers of the Law firm.
8. The Law firm may also entrust with auxiliary activities (administrative, organizational, technical, etc.) related to the provision of legal services of its other employees or persons co-operating with it on other legal basis. Such entrustment shall not require a separate consent of the Client and occurs at the risk of the Law firm, and the Law firm shall ensures that lawyers, who are entrusted with these activities, possess appropriate preparation and qualifications, as well as maintain confidentiality of information obtained at the performance of these actions.
9. The Client shall be obliged, that within the duration of the Contract, as well as within the next 3 years upon its termination, it shall not employ the Lawyers of the Law firm, nor undertake with them any one-time or ongoing cooperation within legal services, unless the Law firm grants its consent to that on the basis of a separate agreement concluded with the Client or the Lawyer of the Law firm in writing under pain of nullity.
10. The Law firm provides legal services within the Polish law and the law of the European Union. In the event of necessity for the providing legal services within foreign law, on the basis of a separate agreement made in writing under pain of nullity, the Law firm shall be assist in providing legal services to the Client by foreign lawyers, in the first place by lawyers of the



SCHINDHELM legal network. In the latter event, the Law firm is exempt from liability for providing legal services for the Client within foreign law and is liable solely for the fault in selection.

11. The Law firm provides legal services in the Polish language and, on the basis of a separate agreement made in writing under pain of nullity, also in foreign languages.
12. Unless otherwise agreed in the Contract, within legal services the Law firm is obliged to:
  - a) provide legal advice and consultations,
  - b) draft written legal opinions,
  - c) draft legal documents, including agreements and other documents that require legal knowledge,
  - d) participate in negotiations conducted by the Client,
  - e) act as an attorney or a counsellor of the Client before offices, courts and law enforcement authorities in the Republic of Poland, including arbitration courts, on the basis of a granted separate power of attorney.
13. The Law firm provides legal services with due diligence in relation to the legislation in force, based on the judicial practice and the legal doctrine, and as an expression of their understanding of the lawyers providing these services; this shall not mean however that the Law firm guarantees that the court's decisions or decision of any other authorities would be consistent with the solution adopted by the Law firm. Unless otherwise agreed, the Law firm is not obliged to update its legal advice and consultations provided, legal opinions prepared or legal documents drafted in the event of subsequent changes in provisions of law, new judicial practice or legal doctrine.
14. The Law firm declares that it is covered by civil liability insurance with the sum insured of PLN 20,000,000, and each of its Lawyers is covered by civil liability insurance within the sum insured of EUR 350,000. The Law firm represents that the aforementioned sum insured shall not be reduced in subsequent calendar years, and their possible increase shall not require any amendment to the Contract nor GTC. Information about the sums insured for the subsequent calendar years the Law firm shall publish on its website at [www.pl.schindhelm.com](http://www.pl.schindhelm.com)
15. Liability of the Law firm towards the Client for damages resulting from non-performance or improper performance of an obligation to provide legal services is limited only to the actual loss, and to the amount of PLN 1,000,000.
16. Legal services provided by the Law firm shall not include advisory on the merits of the actions performed by the Client, as well as further consequences of these actions, including the tax or economic consequences, unless otherwise stated in the separate agreement made in writing under pain of nullity. The Law firm is not liable in particular for the legitimacy of the relevant legal and factual actions performed by the Client, including their relation to its personal, economic or other interest, other than the legal assessment of these actions.
17. Unless otherwise agreed, the Law firm is not authorized to perform any substantive legal or factual actions for the Clients. The authorization to perform such actions requires each time a separate agreement made in writing under pain of nullity, and the Client releases the Law firm from liability for the consequences of these actions, beyond the scope of the legal services provided. Any decisions on performance of the relevant legal or factual actions are made independently by the Client and legal services provided by the Law firm may not be deemed as



a recommendation as to the legitimacy of performance of these actions, other than their legal assessment.

18. The Law firm provides legal services on the basis of information and documents submitted by the Client and the Client warrants that the information and documents are current, complete, accurate and fairly presented. The Law firm is exempted from liability for the legal services provided if the warranty above does not correspond to the actual state of matters, in particular the Law firm is not obliged to verify the information and documents submitted by the Client.
19. The Client is obliged to cooperate with the Law firm during the performance of legal services, in particular by providing information and documents mentioned in the point above, necessary for the proper performance of these services, including the time required for their proper analysis and usage by the Law firm, which in the event of information and documents that shall be submitted in proceedings before offices, courts and law enforcement authorities means the period of not less than 7 days. The Law firm is exempted from liability for the legal services provided in the event of non- or delayed submission of such information and documents by the Client.
20. The documents under which the Law firm provides legal services shall be presented in the original by the Client, and if the Client does not hold the original, the Client should inform the Law firm about that fact. Delivering the documents in electronic form only, shall not be deemed as the fulfilment of the obligation described in the previous sentence, , unless the Law firm separately confirms otherwise.
21. The use of e-mail correspondence by the Client in order to communicate with the Law firm requires a prior arrangement of format and the volume of data being transmitted. The Client declares that is aware of the risks associated with the use of e-mail communication with the Law firm, in particular: possible delay of delivery of correspondence, its distortions, including malicious software; interception; obtaining access to it by unauthorized third parties; and the use of not agreed formats or exceeded volume of data transmitted; and to that extent releases the Law firm from liability in this respect, except where these events occurred as a result of gross negligence or wilful misconduct of the Law firm.
22. Except when required on the basis of generally applicable regulations of law, the Law firm shall maintain, full and unlimited in time confidentiality of information and documents provided by the Client, and ensures that they shall not be used for any purpose other than to provide legal services to the Client. However, this obligation shall not apply to analysis and documents created by the Law firm in course of performance of the legal services to the Client, which may be used as templates for subsequent legal services, but always upon maintenance of confidentiality of information and documents of the Client, for which it was originally prepared.
23. The Client acknowledges that analysis and documents created by the Law firm during the performance of the legal services for the Client are protected by copyright law and as such may be used only for the purpose which they were created for.
24. Legal services, except for representation before courts / other authorities , shall be performed by the Law firm in principle at its registered seat and, if necessary, also at the seat of the Client and other places in the country and abroad, on days and at hours separately agreed. The time and



place of performance of legal services related to representation before courts / other authorities is determined in accordance with the decision of the authorities proceeding in these matters.

25. The Law firm shall keep the Client informed in advance of the course of activities related to the its legal services and further actions planned in each particular case, including providing a copy of all documents drawn up to the indicated e-mail address, as well as all correspondence received in each particular case, and not obtained from the Client. In the event of necessity of carrying out consultation with the Client regarding the content of the documents drawn up by the Law firm in connection with its legal services, a draft of such a document shall be submitted to the Client not later than 3 days before the date of its intended use, unless in a particular case it shall not be possible. In the latter event, the parties shall agree a shorter deadline for these consultations.
26. At the end of each calendar month, on the basis of a separate request of the Client, the Law firm submits a written report on the course of actions related to the legal services provided and further actions planned in the case, as well as the costs and expenses incurred by the Law firm.
27. The Law firm and persons acting in its name may communicate electronically with the Client, its personnel, advisors, other persons acting in its name and on its behalf, for which the Client grants his consent.

#### **§ 4.**

##### **Remuneration and reimbursement of expenses of the Law firm.**

1. For providing legal services by the Law firm to the Client, the Client shall pay to the benefit of the Law firm remuneration in the amount and time agreed in the Contract. Remuneration may be settled between the parties in form of lump sum, hourly or mixed system, including by cap-fee remuneration in a given case.
2. Hourly settlement consists in determination of remuneration of the Law firm on the basis of the fixed hourly rates and the real time spent on the provision of legal services. Time spent for travelling to the place of providing legal services is settled as 50% of the agreed hourly rate.
3. In the event that the parties agree the remuneration of the Law firm in form of hourly or mixed system, the remuneration shall be settled at the end of each calendar month during which the legal services were provided, and if services are provided for a period shorter than one month, after the completion of the services. For the aforementioned settlement, the Law firm shall present the list of its actions performed, with description of their subject matter and time-consumption, with accuracy to 15 minutes. The list shall be sent to the Client to the e-mail address specified by it and if the Client does not report any remarks in this regard within the next three working days, it shall be deemed that the list was approved. In the event of report of remarks to that hourly list by the Client, the Law firm shall assess their legitimacy and, in the event of the acknowledgement of the Client's remarks, the Law firm shall correct the list respectively, wherein if the Law firm does not present its stand on this matter in the form of correspondence sent by e-mail within 3 working days upon notification of the Client's remarks, it shall be deemed that it accepted their legitimacy.



4. In addition to basic remuneration, the Law firm may be entitled to a bonus for the achievement of agreed result of its activities, as specified in the Contract. The Law firm's remuneration due, except this event, is due regardless of the result of legal services performed.
5. The Law firm is entitled to reimbursement of expenses incurred in connection with provided legal services, in particular reimbursement of the costs of accommodation and travel to any places of the service performance covered by the Contract, in accordance with the rates calculated as for the use of private car for business purposes. Court and enforcement costs and fees, administrative costs associated with the performance of the subject matter of the Contract, and the costs of entries and fees including stamp duty, costs of certified translations, notary fees, and other similar costs shall be paid by the Client.
6. If not agreed otherwise in the Contract, in a situation where the provision of legal services consists in acting as an attorney or a counsellor of the Client before offices, courts and law enforcement authorities, the Law firm shall be entitled to additional remuneration corresponding to the quotas awarded (granted) for the Client in the proceedings upon their receipt by the Client. Such remuneration shall be increased by the tax payable on goods and services, except cases when the Client is the Consumer.
7. Remuneration and reimbursement of expenses shall not cover tax on goods and services and tax on civil law transactions, which the Client shall be obliged to pay itself.
8. Payment of remuneration shall be based on the invoice and reimbursement of costs and expenses shall be based on a debit note issued by the Law firm, and shall be made to its bank account indicated in these documents, within 14 days upon their receipt by the Client, with statutory interest in case of delay in payment. As the payment date shall be deemed the date of acknowledgement on the bank account of the Law firm.
9. The Law firm declares that it is the taxpayer of tax on goods and services authorised to issue VAT invoices. The Client authorises the Law firm to issue VAT invoices without its signature and accepts the issuance of invoices with electronic signature by the Law firm.

## § 5.

### **Termination of contract. Discontinuation of co-operation.**

1. Unless otherwise agreed, the Contract shall be concluded for an indefinite period of time, necessary for providing legal services being a subject matter of the Contract.
2. Each of the parties shall have a right to terminate the Contract upon a contractual notice period of one month at the end of the calendar month and upon other grounds indicated in the Polish Civil code.
3. The Contract may be terminated due to important reasons without keeping the notice period, however in sufficient advance, in accordance with provisions of law or principles of ethics applicable to legal advisors, advocates or tax advisors.
4. In the event of termination of the Contract, the Law Firm shall be granted its due remuneration and reimbursement of expenses as to legal services performed up to the date of termination of the Contract.



5. Termination of the Contract shall be equivalent to revocation of all powers of attorney granted to the Law firm. The Law firm, regardless of the Client, shall notify offices, courts and law enforcement authorities of the foregoing.
6. Upon termination of the Contract, at the request of the Client, the Law firm shall submit a copy of a case files to the Client in which it acted as an attorney or a counsellor of the Client before offices, courts or law enforcement authorities, including the originals of documents not submitted to the Client before.

## **§ 6.**

### **Final provisions.**

1. Any amendment to the Contract or GTC shall be made in writing under pain of nullity.
2. Any disputes arising from the application of the Contract, the parties shall submit for resolution by a court having jurisdiction over a seat of the Company, except for the events of disputes with the Clients who are the Consumers, which shall be settled by courts determined by the principles of the relevant provisions of law.
3. These GTC and the Contract may not be less favourable for the Client of the Law firm being the Consumer, than those provided by the act of 30 May 2014 on consumer rights and in the event of discrepancies between them, the provisions of the act shall prevail.