

**GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR THE PROVISION OF  
LEGAL SERVICES IN THE LAW FIRM KANCELARIA PRAWNA SCHAMPERA, DUBIS,  
ZAJĄC I WSPÓLNICY SP. J.**

**§ 1.**

These General Terms and Conditions define the content of contracts for the provision of legal services between law Firm Kancelaria Prawna Schampera, Dubis, Zajęc i Wspólnicy sp. j. and its Clients, unless otherwise agreed in the contract or resulting from relevant legal provisions.

**§ 2.**

**Definitions.**

- 1) **Law Firm** - Kancelaria Prawna Schampera, Dubis, Zajęc i Wspólnicy sp. j. 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 0000888560, tax identification number (NIP) 895-17-80-757, statistical number (REGON) 932832704;
- 2) **Client** – natural person(s), legal person(s) or organizational entity(-ies) not being legal persons but having partial legal capacity, being a party to the contract for the provision of legal services concluded with the Law Firm;
- 3) **Consumer** - the Client of the Law Firm who is a natural person, who uses legal services provided by the Law Firm in a matter not directly related to its business or professional activity;
- 4) **Contract** – a contract for the provision of legal services between the Law Firm and the Client;
- 5) **GTC** - this General Terms and Conditions of Contracts for the provision of legal services in 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 of providing legal services by the Law Firm.**

1. The Law Firm provides legal services to Clients on the basis of an Contract concluded in any way, the content of which is agreed in writing or orally, also by means of remote communication.
2. Based on the Contract, the Client entrusts and the Law Firm undertakes to provide legal services to the Client. The terms of providing legal services are defined in the provisions of the Contract together with the GTC.
3. The exclusion of the application or change of the GTC in the relationship between the parties requires a separate agreement between them in writing under pain of nullity, unless the parties previously explicitly agree to waive the written form for such changes, especially when the Contract is concluded using means of communication distance. In the event of a conflict between the provisions of the Contract and the GTC, the provisions of the Contract shall prevail.



4. The Law Firm provides GTC constantly on its [website](#) 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 shall apply to the rules of providing legal services by the Law Firm for the Client from the date when they enter entry into force.
7. Legal services being the subject of the Contract the Law Firm entrusts to the Lawyers of the Law Firm and, if necessary, also to other Lawyers by the Law Firm employed or cooperating with it on a different legal basis. Such entrusting does not require separate consent of the Client and is at the Law Firm's risk, however the Law Firm will ensure that lawyers entrusted with these activities have adequate preparation and qualifications not smaller than the Law Firm's Lawyers.
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 undertakes to the Law Firm that during the term of the Contract, as well as during the next 3 years from its termination, he will not employ the Lawyers of the Law Firm, nor will he take any single or permanent cooperation with them in the area of legal services, unless the Law Firm consents to it on the basis of a separate agreement made with the Client or the Law Firm's Lawyer under pain of nullity in writing.
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 written form under pain of nullity, also in foreign languages.
12. Unless the contract provides otherwise, as part of legal services, the Law Firm is required 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](#).
15. The liability of the Law Firm towards the Client for damages resulting from non-performance or improper performance of the obligation to provide legal services are limited only to actual losses, up to 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 undertakes to cooperate with the Office in the performance of legal services, in particular by providing the information and documents mentioned above in order to properly perform these services, including the time necessary for their proper analysis and use by the Law Firm, which in the case of information and documents that were to be used in proceedings before offices, courts or executive organs, the term is not shorter than 7 days. The Law Firm is exempt



from liability with legal services provided in the event of failure to provide or delayed transfer of said information and documents by the Client.

20. Documents on the basis of which the Law Firm provides legal services should be presented by the Client in the original, and if the original does not have such a Client, he should inform the Law Firm. For providing the Law Firm to these documents will not be considered their presentation only in electronic form, unless the Law Firm explicitly confirms it explicitly.
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 willful misconduct of the Law Firm.
22. In addition to accidents, where, on the basis of generally applicable legal provisions, it will be obliged, the Law Firm will maintain full and not limited confidentiality of information and documents provided to it by the Client, and ensures that they will not be used for any other purpose but to provide legal services for the Client. However, this obligation does not apply to studies and documents produced by the Law Firm when providing legal services for a given Client, which can be used as templates for subsequent legal services, but always with the confidentiality of information and documents of the Client for whom they were 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 the legal services provided by the Law Firm to the Client, the Customer shall pay for the Law Firm a remuneration in the amount and dates agreed in the Contract. The remuneration can be settled between the parties on a flat rate, hourly or mixed basis, including by determining the upper limit of the amount of this remuneration in a given case.
2. Settlement in the hourly system consists in determining the remuneration of the Law Firm on the basis of fixed hourly rates and the actual time devoted to the provision of legal services. The time devoted to traveling to legal services centers is settled at half the agreed hourly rate.
3. In the case of agreement between the parties of the Law Firm's remuneration in an hourly or mixed system, the remuneration shall be settled at the end of each calendar month in which legal services are provided and when these services last shorter, at the end of these services. For the purpose of this settlement, the Law Firm will present a summary of actions taken by it, with a description of their subject and time-consumption, with an accuracy of up to 15 minutes. The statement will be sent to the Client at the indicated e-mail address and unless the Client submits comments to it within the next three working days, it is considered as approved. If the Client submits comments to the said hourly statement, the Law Firm will assess their validity and if the Client accepts the objections, it will amend the statement accordingly, but if the law firm does not submit its position on this subject in the form of correspondence sent by email within 3 working days of the transfer Client's objections, it is considered that she considered it reasonable.
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 remuneration due to the Law Firm, other than by accident, is due regardless of the result of the legal services it provides.
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. Unless otherwise provided in the Agreement, when the provision of legal services consists of acting as a proxy or defender of the Customer before offices, courts or executive organs, the Law Firm is entitled to an additional remuneration corresponding to the amounts awarded (awarded) to the Client in this proceeding after they have been obtained by the Customer. Such remuneration will be increased by the due tax on goods and services, except when the Customer is a Consumer.
7. In the absence of a different provision in the Contract, the costs of telephone calls, copying documents and correspondence, etc. in connection with the provision of legal services to the Client, the Law Firm will settle in the form of a lump sum in the amount of 3% of the net amount of agreed remuneration for legal aid services and thus determined payable on every invoice issued to the Client.
8. The remuneration and reimbursement of expenses does not include tax on goods and services and tax on civil law transactions, which the Client will be obliged to pay.
9. 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.

10. The Law Firm declares that it is the taxpayer of tax on goods and services authorized to issue VAT invoices. The Client authorizes the Law Firm to issue VAT invoices without its signature and accepts the issuance of invoices with electronic signature by the Law Firm.
11. The Law Firm's hourly rate of remuneration, also such that constituted the basis for determining the remuneration for legal assistance services settled according to a predetermined time scope, agreed upon between the Law Firm and the Client who is not a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code, may be subject to indexation once per calendar year, effective on 31 March of each year following its initial determination, in a proportion taking into account the degree of increase of the consumer price and services index in Poland published by the Central Statistical Office for the previous calendar year. The increase in the hourly rate introduced in such a way does not require a separately agreed amendment to the contract between the Law Firm and the Client and will be applied in settlements after the Law Firm's notification in any form.

## § 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 party has the right to terminate the Contract with a contractual, monthly notice period, at the end of the calendar month and in other cases 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 entitled to remuneration and reimbursement of expenses in relation to legal services provided until 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 requires a written form under pain of nullity.



2. All 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 disputes with the Clients who are the Consumers, which will be resolved by courts designated according to the rules set out in the relevant legal provisions.
3. These GTC, nor the Contract may not be less favorable to the Client of the Law Firm who is a Consumer from the consumer rights provided for in the act of 30 May 2014 and in the event of a conflict between them, the provisions of the said act shall prevail.