

**GENERAL TERMS AND CONDITIONS OF AGREEMENTS FOR THE PROVISION OF
LEGAL ASSISTANCE BY THE LAW FIRM SCHAMPERA, DUBIS, ZAJĄC AND
PARTNERS SP. J.**

§1 Scope of application.

1. These General Terms and Conditions set out the rules governing the provision of legal assistance services by the Law Firm Schampera, Dubis, Zajęc i Wspólnicy sp. j. to Clients, unless otherwise provided for in the contract or by law.
2. Any exclusion of the application of or amendment to these General Terms and Conditions in the relationship between the parties requires a separate written agreement between them, failing which such agreement shall be null and void, unless the parties have previously expressly agreed to waive the written form for the introduction of such amendments, particularly where the Agreement is concluded using means of distance communication. In the event of any conflict between the provisions of the Contract and the GTC, the provisions of the Contract shall prevail.
3. The Law Firm makes the GTC available on its [website](#) at all times and brings them to the Client's attention each time prior to the conclusion of the Agreement, either by delivering them or by indicating how the Client may familiarise themselves with their content, which binds the Client to the provisions of the GTC. However, if the Agreement is concluded with a Consumer, the GTC shall be binding on the Client if they were delivered to the Client upon conclusion of the Agreement.

§2 Definitions.

- 1) **Law Firm** – Schampera, Dubis, Zajęc i Wspólnicy sp. j., with its registered office in Wrocław, ul. Kazimierza Wielkiego 3, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław-Fabryczna, 6th Commercial Division of the National Court Register, under number 0000888560, Tax Identification Number (NIP) 895-17-80-757, REGON 932832704;
- 2) **Client** – a natural person(s), legal person(s) or organisational unit(s) not being a legal person(s) but possessing partial legal capacity, being a party to the Agreement for the provision of legal assistance concluded with the Law Firm;
- 3) **Consumer** – a Client of the Law Firm who is a natural person, using legal assistance provided by the Law Firm in a matter not directly related to their business or professional activity;
- 4) **Agreement** – an agreement for the provision of legal assistance services between the Law Firm and the Client;
- 5) **GTC** – these General Terms and Conditions of Agreements for the Provision of Legal Assistance by the Law Firm Schampera, Dubis, Zajęc i Wspólnicy sp. j.;
- 6) **Lawyer of the Firm** – a Partner of the Law Firm, a legal adviser, a barrister, a tax adviser, a restructuring adviser, a trainee legal adviser, a trainee barrister or a lawyer, employed by the Law Firm under an employment contract or cooperating with the Law Firm under another agreement;
- 7) **MDR** – has the meaning assigned to it in §10(1) of the GTC;
- 8) **AML Act** – has the meaning assigned to it in §11(1) of the GTC;
- 9) **External Advisers** – has the meaning assigned to it in §4(2) of the GTC.



§3 General principles governing the provision of legal assistance by the Law Firm.

1. The Law Firm provides legal assistance to Clients on the basis of an Agreement concluded in any form, the terms of which the parties shall agree in writing or orally, including through the use of means of distance communication.
2. Under the Agreement, the Client entrusts the Law Firm, and the Law Firm undertakes to provide legal assistance to the Client. The terms and conditions for the provision of legal assistance are set out in the provisions of the Agreement together with the GTC.
3. In providing legal assistance, the Law Firm undertakes to exercise due diligence, based on legal expertise and the ethical principles of the profession of legal adviser, solicitor or tax adviser.
4. The Law Firm provides legal assistance in accordance with the principles laid down for such activities in the Act of 6 July 1982 on Legal Advisers, as amended; the Act of 26 May 1982 on the Bar, as amended; the Act of 5 July 1996 on Tax Consultancy, as amended; the Code of Ethics for Legal Advisers – constituting an Annex to Resolution No. 3/2014 of the Extraordinary National Congress of Legal Advisers of 22 November 2014, as amended, *the Code of Ethics for Barristers* – the Code of Barristers’ Ethics and Professional Dignity – adopted by the Supreme Bar Council on 10 October 1998, as amended, the Rules of Ethics for Tax Advisers – an annex to Resolution No. 32/2014 of the National Council of Tax Advisers of 11 February 2014, as amended. Amendments to the aforementioned legal acts do not require any amendment to the Agreement or the General Terms and Conditions and shall apply to the determination of the rules governing the provision of legal assistance by the Law Firm to the Client from the date of their entry into force.
5. The Law Firm entrusts the performance of the legal assistance activities covered by the Agreement to the Law Firm’s Lawyers and, where necessary, also to other lawyers employed by the Law Firm or cooperating with it on another legal basis. Such entrustment does not require the Client’s separate consent and is at the Law Firm’s risk, provided that the Law Firm shall ensure that the lawyers to whom these activities are entrusted possess appropriate training and qualifications no less than those of the Law Firm’s Lawyers.
6. The Law Firm may also entrust ancillary tasks (administrative, organisational, technical, etc.) related to the provision of legal services to its other employees or to persons cooperating with it on another legal basis. Such delegation does not require the Client’s separate consent and is at the Law Firm’s risk, provided that the Law Firm ensures that the persons entrusted with these tasks possess the appropriate training and qualifications, and have undertaken to maintain the confidentiality of information obtained in the course of performing these tasks.
7. The Client undertakes to the Law Firm that, during the term of the Agreement and for a further period of 3 years following its termination, the Client shall not employ the Law Firm’s Lawyers, nor shall the Client enter into any one-off or ongoing cooperation with them in the field of legal assistance, unless the Law Firm consents to this on the basis of a separate agreement made with the Client or a Lawyer of the Law Firm in writing, on pain of nullity.
8. Legal assistance services, other than acting as the Client’s representative or defence counsel, shall, as a rule, be provided by the Law Firm at its offices, and where necessary also at the Client’s premises and other locations in Poland and abroad, on dates and at times agreed on a case-by-case basis. The time and place of the provision of legal assistance relating to acting as the Client’s representative or defence counsel shall be determined in accordance with the decisions of the authorities handling such matters.
9. The Law Firm shall keep the Client informed on an ongoing basis and with sufficient notice of the progress of activities related to the legal assistance it provides and of planned subsequent steps in the case, including sending to the specified email address a copy of all documents it has



drawn up, as well as all correspondence received in the case that does not originate from the Client. Should it be necessary to consult with the Client regarding the form of documents drafted by the Law Firm in connection with the provision of legal assistance, a draft of such a document shall be presented to the Client no later than 3 days before the date of its intended use, unless this is not possible in the given case. In the latter case, the parties shall agree on a shorter timeframe for such consultations.

10. At the end of each calendar month, upon the Client's separate request, the Law Firm shall provide a written report detailing the progress of the legal assistance provided and the next steps planned in the case, as well as the costs and expenses incurred by the Law Firm.

§4 Scope of legal advisory services.

1. The Law Firm provides legal assistance in the field of Polish law and European Union law.
2. Where it is necessary to engage the services of third parties in the course of providing legal assistance, such as financial advisers, foreign lawyers, auditors, certified auditors, accountants, valuers or sworn translators ("**External Advisers**"), the Law Firm may – on the basis of a separate written agreement, which must be in writing to be valid – act as an intermediary in contacts with such External Advisers on behalf of the Client.
3. The cooperation between the Client and the External Adviser is based on a contract concluded between the Client and the External Adviser. The contract between the Client and the External Adviser may also be concluded by the Law Firm. The Client is responsible for paying the fees and any other charges due to the External Adviser. The Client undertakes to reimburse the Law Firm for any costs, including the fees of External Advisers, if such costs are incurred by the Law Firm. The Law Firm shall not be liable for services provided by External Advisers.
4. The Law Firm provides legal assistance in Polish and, subject to a separate written agreement made in writing under pain of nullity, also in foreign languages.
5. The Law Firm provides legal assistance with due diligence, in accordance with currently applicable legislation, based on case law and legal doctrine, and reflects the understanding of these by the Law Firm's lawyers providing such assistance; however, this does not imply that the Law Firm guarantees that the decisions of courts or other adjudicating bodies will be consistent with the solution adopted by the Law Firm. Unless otherwise agreed, the Law Firm is also under no obligation to update the legal advice and consultations it has provided, the legal opinions it has prepared, or the draft legal acts in the event of subsequent changes to legislation, new judicial rulings or legal doctrine.
6. The legal assistance services provided by the Law Firm do not include business advice regarding actions taken by the Client, nor the further consequences of such actions, including their tax or economic implications, unless otherwise provided for in a separate written agreement, which must be in writing to be valid. In particular, the Law Firm shall not be liable for the validity of the Client's legal and factual actions, including their impact on the Client's personal, economic or other interests, beyond the assessment of the validity of such actions from a legal perspective.
7. Unless otherwise agreed, the Law Firm is not authorised to perform any substantive legal or factual acts on behalf of Clients. Authorisation to perform such acts requires a separate agreement in writing in each instance, failing which such agreement shall be void, and the Client hereby releases the Law Firm from liability for the outcome of such acts, which falls outside the scope of the legal assistance provided. All decisions to take relevant legal or factual actions are made independently by the Client, and the legal assistance provided by the Law Firm shall not be construed as a recommendation as to the validity of taking such actions, beyond their assessment from a legal perspective.



8. The Law Firm provides legal assistance on the basis of information and documents provided by the Client, and the Client warrants that such information and documents are up to date, complete, true and accurately presented. The Law Firm shall be exempt from liability for the legal assistance provided should this assurance not correspond to the actual state of affairs. In particular, the Law Firm shall under no circumstances be obliged to verify the information and documents provided to it by the Client.
9. The Client undertakes to cooperate with the Law Firm in the performance of its legal assistance services, in particular by providing the information and documents referred to in the point above, which are necessary for the proper performance of these services, taking into account the time required for their proper analysis and use by the Law Firm. In the case of information and documents intended for use in proceedings before administrative authorities, courts or enforcement bodies, this means a period of not less than 7 days. The Law Firm shall be exempt from liability for the legal assistance provided in the event of the Client's failure to provide or delayed provision of the aforementioned information and documents.
10. Documents on the basis of which the Law Firm provides legal assistance must be presented by the Client in their original form, and if the Client does not have such an original, they must inform the Law Firm of this. The provision of the aforementioned documents to the Law Firm shall not be deemed to have taken place if they are presented solely in electronic form, unless the Law Firm expressly confirms this separately.

§5 Insurance and liability.

1. The Law Firm declares that it is covered by civil liability insurance with a sum insured of PLN 31,000,000. The Law Firm warrants that the aforementioned sums insured will not be reduced in subsequent calendar years, whilst any increase therein does not require an amendment to the Agreement or the General Terms and Conditions.
2. The Law Firm's liability to the Client on any account, including for non-performance or improper performance of the Agreement, is limited to the amount of actual losses incurred by the Client, but not exceeding: (a) an amount equal to three times the Law Firm's remuneration for the 12-month period preceding the month in which the event giving rise to the loss occurred; or (b) PLN 1,000,000, whichever is the higher.
3. The Client waives against the Law Firm's partners (present and future) any claims that might be available to him against a given partner or partners as persons liable for the Law Firm's obligations, including on account of the partners' subsidiary liability for the obligations of a general partnership arising from the Agreement, and undertakes not to raise any claims against the Law Firm's partners or the Law Firm's Lawyers.
4. The limitations of liability set out in paragraphs 2 and 3 do not apply to claims relating to damage caused intentionally.

§6 Electronic communication.

1. The Law Firm and the Law Firm's Lawyers may communicate via electronic means with the Client, its staff, advisers and other persons acting on its behalf and for its benefit, to which the Client consents.
2. The Client's use of email, instant messaging services, websites, servers (commercial or private) or a virtual data room (VDR) to transmit data and information requires prior agreement on the format and volume of the data to be transmitted. The Client declares that they are aware of the risks associated with the use of the above means of communication with the Law Firm, in particular the possible delay in the delivery of data or information, their distortion, including through the action of malicious software, interception or access by unauthorised third parties, as



well as the use of unagreed formats or exceeding the volume of data transmitted. The Client releases the Law Firm from liability in this respect, except where such events occur as a result of the Law Firm's wilful misconduct (*wina umyšlna*). The Law Firm shall not be liable for any loss or damage suffered by the Client arising from the use of these methods of providing information and documents.

3. The Law Firm endeavours to ensure that the emails and attachments it sends are free from viruses and other defects that could damage a computer or IT system. Nevertheless, the Client should take responsibility for the security of their own devices and systems by implementing appropriate safeguards against viruses or technical faults. The Law Firm shall not be liable for any loss or damage suffered by the Client arising from the receipt or use of its electronic correspondence.

§7 Use of cloud solutions and AI tools.

1. As part of the provision of services, the Law Firm uses cloud solutions, ensuring that data provided by the Client is stored on servers located within the EU. The Law Firm makes every effort to ensure that these measures meet the highest standards of security and confidentiality of information.
2. As part of activities accompanying the provision of legal services and in order to increase their efficiency, the Law Firm uses artificial intelligence (AI) tools. The scope of use of these tools relates in particular to supporting drafting processes and the automation of administrative tasks.
3. AI technology is used with due care, attention to confidentiality and in accordance with applicable law and professional ethics.
4. Data and information received from the Client may be processed by AI tools solely in accordance with the principles of security, full confidentiality and the protection of personal data.

§8 Confidentiality.

Except where required by generally applicable laws, the Law Firm shall maintain full and indefinite confidentiality of the information and documents provided to it by the Client and ensures that they will not be used for any purpose other than the provision of legal assistance to the Client. However, this obligation does not apply to reports and documents produced by the Law Firm in the course of providing legal assistance to a given Client, which may be used as templates for subsequent legal assistance services, provided that the confidentiality of the information and documents of the Client for whom they were originally prepared is always ensured.

§9 Copyright.

1. The Client acknowledges that all works produced by the Law Firm in the course of providing legal assistance to a given Client are protected by copyright and, as such, may only be used for the purpose for which they were created. As part of the services provided, the Law Firm does not transfer to the Client the economic copyright to works produced by the Law Firm, its employees and associates.
2. Upon payment of the fee for the services under which the works were created, the Law Firm grants the Client a non-exclusive licence to use those works. The licence is granted for an indefinite period, without territorial restrictions, and covers the right to reproduce the work by any means, without the right to modify or alter the work. The licence covers the right to use the works for the Client's own purposes, in accordance with the purpose of the service as known to the Law Firm. The licence does not include the right to grant sub-licences.



3. The Client consents to the Law Firm disclosing, in the Law Firm's informational materials, including in particular on its website, in offers, and in submissions to law firm rankings, that the Law Firm has provided legal assistance to the Client in respect of information that does not constitute the Client's trade secrets.

§10 Obligations regarding the reporting of tax arrangements.

1. The Law Firm hereby informs the Client that, in accordance with applicable law, during the provision of legal services to the Client, it may become necessary to report so-called tax arrangements (hereinafter "MDR") to the Head of the National Tax Administration.
2. Where arrangements may be classified as a tax scheme within the meaning of the MDR regulations, the Law Firm will carry out an analysis regarding the reporting obligation and inform the Client of the potential scope of such obligation. If the statutory conditions are met, the Law Firm may be obliged to submit an MDR notification.
3. The Client is obliged to cooperate with the Law Firm in identifying and assessing arrangements that may be treated as a tax scheme, in particular by providing the required information and documents.
4. The Law Firm shall not be liable for the consequences arising from the Client's failure to provide the information necessary for the proper assessment of the MDR reporting obligation. Nor shall it be liable for the Client's failure to fulfil or improper fulfilment of this obligation, if it rests with the Client in accordance with the law. Furthermore, the Law Firm accepts no liability for the consequences arising from the submission of MDR reports by its representatives.
5. The Law Firm is entitled to remuneration for the performance of MDR-related duties, unless otherwise agreed in the contract with the Client.

§11 Obligations regarding the prevention of money laundering and terrorist financing.

1. Pursuant to the Act of 1 March 2018 on the prevention of money laundering and terrorist financing ("the AML Act"), the Law Firm acts as an obliged entity within the meaning of the provisions of that Act. Consequently, during the performance of the Agreement and the provision of legal services, the Law Firm may be subject to certain obligations relating to the prevention of money laundering and terrorist financing. This primarily concerns risk identification and assessment, as well as the implementation of financial security measures – such as customer identification and verification, identifying politically exposed persons, and identifying and verifying beneficial owners. In addition, the Law Firm is required to assess business relationships and obtain information regarding their purpose and nature, as well as to monitor these relationships.
2. In order to comply with the requirements of the AML Act, the Law Firm may ask Clients to provide data from identity documents or documents of persons authorised to act on their behalf, and may also make copies of these documents. Furthermore, the Law Firm may request other information necessary for the proper fulfilment of its obligations under the AML Act when accepting and providing legal services. The Law Firm may suspend the provision of services until the required data has been received and verified. If it is not possible to properly fulfil the obligations under the AML Act, the Law Firm may refuse to enter into a relationship or terminate it, which means refusing to conclude or terminating the contract and ceasing the further provision of legal services.



§12 Protection of personal data.

1. The Law Firm is the controller of the Client's personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
2. The Client's personal data, including contact details, is processed in particular for the purpose of:
 - a) concluding and performing the Agreement
 - b) fulfilling the legal obligations incumbent on the Law Firm,
 - c) pursuing the Law Firm's legitimate interests, in particular those related to the pursuit or defence against claims and the direct marketing of its own services.
3. In connection with the processing of personal data, the Client has the right:
 - a) access personal data,
 - b) to rectify them,
 - c) to erasure or restriction of processing,
 - d) to data portability,
 - e) object to the processing of personal data,
 - f) to lodge a complaint with the President of the Personal Data Protection Office.
4. Detailed information regarding the rules for the processing of personal data by the Law Firm, including data processing periods, data recipients and the rights of data subjects, is available on the Law Firm's website at: [Information on the processing of personal data by the Law Firm \(SDZLEGAL Schindhelm\) - SDZLEGAL Schindhelm](#)

§13 The Law Firm's fees and reimbursement of expenses.

1. For the legal services provided by the Law Firm to the Client, the Client shall pay the Law Firm a fee in the amount and on the dates agreed in the Agreement. This fee may be settled between the parties on a fixed-fee, hourly or mixed basis, including by setting a maximum amount for the fee in a given case.
2. Settlement on an hourly basis involves determining the Law Firm's remuneration on the basis of agreed hourly rates and the actual time spent providing legal assistance. Time spent travelling to the locations where legal assistance is provided shall be charged at half the agreed hourly rate.
3. Where the parties have agreed on the Law Firm's remuneration on an hourly or mixed basis, such remuneration shall be settled at the end of each calendar month in which legal assistance services are provided, or, where such services last for a shorter period, upon completion of those services. For the purposes of the aforementioned settlement, the Law Firm shall provide a statement of the activities undertaken, including a description of their subject matter and the time taken, rounded to the nearest 15 minutes. This statement shall be sent to the Client at the specified email address together with the invoice. The Client may raise objections to the statement received within the following three working days. Should the Client raise objections to the aforementioned hourly statement, the Law Firm will assess their validity and, if the Client's objections are accepted, will make the appropriate corrections to the statement and the invoice. If the Law Firm does not present its position on this matter in the form of correspondence sent by email within 3 working days of receiving the Client's objections, it shall be deemed to have accepted them as valid.
4. In addition to the basic fee, the Law Firm may be entitled to a bonus for achieving a specified result of its work, in accordance with the rules set out in the Agreement. Apart from this case, the Law Firm's fee is payable regardless of the outcome of the legal assistance services it provides.



5. The Law Firm is entitled to reimbursement from the Client of expenses incurred in connection with the provision of legal assistance, in particular reimbursement of accommodation and travel costs to any locations where the services covered by the Agreement are performed. Court costs and fees, enforcement costs, administrative costs associated with the performance of the subject matter of the Agreement, as well as costs of registrations and fees, including stamp duties, costs of certified translations, notary fees and other similar costs shall be borne by the Client.
6. The Law Firm reserves the right to charge for any queries from a statutory auditor addressed to it pursuant to Article 67(2) of the Accounting Act in accordance with the Client's applicable billing schedule.
7. Unless otherwise provided for in the Agreement, where the provision of legal assistance involves acting as the Client's representative or defence counsel before authorities, courts or enforcement bodies, the Law Firm shall be entitled to additional remuneration corresponding to the amounts awarded (granted) to the Client in such proceedings, once such amounts have been received by the Client. Such remuneration shall be increased by the applicable value added tax, except where the Client is a Consumer.
8. Unless otherwise provided in the Agreement, the costs of telephone calls, photocopying of documents, correspondence, etc. in connection with the provision of legal assistance to the Client shall be settled by the Law Firm on a flat-rate basis amounting to 3% of the net amount of the agreed remuneration for legal assistance services, and the amount thus determined shall be included in every invoice issued to the Client.
9. The remuneration and reimbursement of expenses do not include value added tax and stamp duty, which the Client shall be obliged to pay.
10. Payment of the remuneration shall be made on the basis of a VAT invoice, and reimbursement of expenses and costs on the basis of a debit note issued by the Law Firm, to the bank account specified in these documents, within 14 days of the date of issue, with statutory interest in the event of late payment. The date of payment shall be deemed to be the date on which the Law Firm's account is credited.
11. The Law Firm declares that it is a VAT-registered business, authorised to issue VAT invoices.
12. The Law Firm shall issue structured invoices within the meaning of the provisions of the Act of 11 March 2004 on Value Added Tax. These invoices shall be issued via the National e-Invoice System (hereinafter "KSeF") and delivered to the Client through it. Should circumstances arise as referred to in the Goods and Services Tax Act which prevent the issuance of an invoice and its availability via the KSeF, as well as where the Client meets the conditions set out in Article 106gb 4 of the aforementioned Act, for the purposes of the Agreement, the agreed method of making invoices available shall be deemed to be their transmission to the Client's email address specified in the Agreement or in a separate written statement by the Client. A change to the email address referred to above does not require the drafting of an annex, but the delivery of a statement to the Law Firm, at least in the form of an email.
13. The Law Firm's hourly rate, including that which formed the basis for determining the remuneration for legal assistance services billed according to a predetermined time allocation, agreed between the Law Firm and a Client who is not a consumer within the meaning of Article 22¹ of the Civil Code, may be subject to indexation once per calendar year, with effect from 31 March of each subsequent year following its initial determination, in a proportion reflecting the rate of increase in the consumer price index for goods and services in Poland, as published by the Central Statistical Office (GUS), for the preceding calendar year. Any increase in the hourly rate introduced in this manner shall not require a separately agreed amendment to the agreement between the Law Firm and the Client and shall be applied in settlements following notification by the Law Firm in any form.



§14 Termination of the Agreement. Termination of cooperation.

1. Unless otherwise agreed, the Agreement is concluded for an indefinite period, necessary for the performance of the legal assistance services which are its subject matter.
2. Each party shall have the right to terminate the Agreement subject to the contractual one-month notice period, effective at the end of the calendar month, and in other cases specified in the Civil Code.
3. For good cause, the Agreement may be terminated without notice, but with reasonable advance notice, in accordance with the law and the ethical rules applicable to legal advisers, solicitors or tax advisers, as appropriate.
4. In the event of termination of the Agreement, the Law Firm is entitled to remuneration and reimbursement of expenses in respect of legal assistance services provided up to the date of termination of the Agreement.
5. Termination of the Agreement shall be deemed equivalent to the revocation of the powers of attorney granted to the Law Firm to act as the Client's representative or defence counsel before authorities, courts or enforcement bodies. The Law Firm shall, independently of the Client, notify the relevant authorities, courts or enforcement bodies of the above.
6. Upon termination of the Agreement, at the Client's request, the Law Firm shall provide the Client with a copy of the case files in which it acted as the Client's representative or defence counsel before authorities, courts or enforcement bodies, containing the originals of official documents not previously provided.

§15 Final provisions.

1. Any amendment to the Agreement must be made in writing, otherwise it shall be null and void.
2. The Law Firm may amend these General Terms and Conditions. In such a case, the Law Firm is obliged to make the amended General Terms and Conditions available to the Client, in particular by publishing them on the Law Firm's website for the Client's use, and to inform the Client of this fact. The amended GTC shall be binding on the Parties if the Client does not terminate the Agreement within one month of the amendments being made available to the Client
3. Any disputes arising from the application of this Agreement shall be submitted by the Parties to the court having jurisdiction over the Law Firm's registered office, except in the case of disputes with Clients who are Consumers, which shall be resolved by the courts designated in accordance with the rules set out in the relevant legal provisions.
4. Neither these General Terms and Conditions nor the Agreement may be less favourable to a Client of the Law Firm who is a Consumer than those provided for in the Act of 30 May 2014 on consumer rights. In the event of any conflict between them, the provisions of the aforementioned Act shall prevail.