

General Terms and Conditions for the Provision of Legal Assistance by the Law Firm of Attorney-at-Law Mateusz Hołysz

[Law Firm]

I hereby set out the terms and conditions for the provision of legal assistance by the Law Firm of Attorney-at-Law Mateusz Hołysz, address: ul. Bolesława Chrobrego 5, 32-020 Wieliczka, VAT ID: NIP 6762016853, stat. ID REGON 120707407, Bar register number: Kr-1803, tel.: +48 664 970 021, e-mail: kancelaria@holysz.com.pl.

[Order placement, acceptance and conclusion of a legal assistance contract]

The Client may submit its order in any form, including in writing, by telephone, in an e-mail message, etc. Acceptance of the order by the Law Firm requires an express confirmation thereof. The confirmation may be made in writing only, or by e-mail sent from the following address: kancelaria@holysz.com.pl. In urgent cases, an order may also be accepted by commencing the provision of legal assistance as specified in the order.

[Order change]

At any time, the Client may limit the order which has been placed. Any extension of an order requires the Law Firm's consent.

[Legal assistance standard]

The assistance covers Polish law only. Any views on legal issues relating to any other jurisdictions do not form part of legal advice. Legal assistance shall be rendered with due care and in accordance with the attorney-at-law's professional ethics.

[Remuneration; fees and expenses]

The remuneration for legal assistance comprises fees and reimbursement of expenses.

Unless agreed otherwise, the fee is calculated on the basis of the time spent to provide legal assistance. If a different method of calculation of the fee has been agreed, the Law Firm shall confirm this when accepting the order.

Unless agreed otherwise, the fee per hour of work of a Law Firm's lawyer is PLN 250.00 (two hundred and fifty zlotys) + VAT. If a different rate has been agreed, the Law Firm shall confirm this rate when accepting the order.

Depending on the amount involved in the case, its degree of difficulty and complexity, precedent or unusual nature, the place and time of service provision or other special conditions required by the Client, the liability related to the case, loss or limitation of the possibility of attracting other Clients, the Law Firm reserves the possibility of offering legal assistance at a higher or lower hourly rate. If a different rate has been agreed, the Law Firm shall confirm this rate when accepting the order.

Working time includes, amongst others, time spent analysing documentation, regulations, case-law, drafting letters, applications, agreements, memoranda, participation in hearings, sessions and meetings, conference calls and electronic communications. It also includes the time spent performing the Law Firm's obligations under the Mandatory Disclosure Rules. As a rule, working time does not include business travel away from and to Kraków. However, such time is classified as working time if the travel conditions preclude computer work or rest during such a business trip.

Reimbursement of expenses includes the amount of the expenses incurred to provide legal assistance + VAT, in particular: business travel expenses away from and to Krakow (travel, accommodation, etc.), courier services, expenses agreed with the Client to pay for expert opinions, consultations and opinions of external experts (of counsel), translations. Car travel expenses are charged as the rate of PLN 0.8358 multiplied by the number of kilometres covered to travel to and from the destination.

When the amount of the expected expenses is significant, the Law Firm may request an advance payment on account of these expenses.

The Law Firm's remuneration is settled monthly, in arrears, at the end of the calendar month, based on a timesheet and an electronic VAT invoice. The payment term is 7 days from the date of delivery of the invoice.

A VAT invoice with a timesheet is sent to the e-mail address provided by the Client, unless the Client requests another method of delivery.

The parties may agree other settlement rules, including a limit on the working time, a flat-rate fee, a different hourly rate, a different settlement period and other rules for reimbursing the expenses. The Law Firm confirms such other arrangements when accepting the order.

The Client covers its own costs such as notarial, court, stamp duty and administrative fees, etc.

[Law Firm's Liability, Lawyer's Professional Liability Insurance]

Regardless of the legal grounds, the Law Firm's liability for the damage caused in the course of its professional activities shall be limited to the equivalent of EUR 100,000 converted into PLN at the mean EUR exchange rate published by the National Bank of Poland for the first time in the year in which the event resulting in the liability occurred.

Depending on the amount involved in the case, its degree of difficulty and complexity, precedent or unusual nature, other special conditions required by the Client and the liability related to the case, the Parties may agree a different threshold of liability in damages.

The Law Firm confirms the arrangement of a different liability threshold when accepting an order.

The sum insured of the Law Firm's Professional Liability insurance for the damage caused during the performance of professional activities is higher than the liability threshold specified above and may vary depending on the year of the insurance coverage.

At the Client's request, the Law Firm provides information about this insurance.

[Contract Termination]

The Client may terminate its order at any time. However, the Client is required to reimburse the Law Firm for the expenses incurred to duly perform the order and, moreover, pay a portion of the fee corresponding to the activities done until contract termination.

The Law Firm may terminate the order at an appropriate notice of no less than 21 days.

As a result of contract termination, none of the parties is entitled to a compensation even if there were no material reasons for terminating the contract.

[Applicable law]

The contract for the provision of legal assistance is governed by the law of the Republic of Poland.

[Confidentiality and Personal Data Protection]

Information on the protection of personal data of the Clients can be found at the following address: <https://holysz.com.pl/ochrona-danych-i-polityka-prywatnosci/>

[Application of, and Change to the Terms and Conditions]

These terms and conditions form an integral part of the legal assistance contract, if they were delivered to the Client in writing or were made available to the Client in electronic format prior to the acceptance of the order.

In the event of any conflict between the provisions of the contract and these terms and conditions, the parties shall be bound by the contract.

These terms and conditions shall apply to orders placed from 5.11.2021. These terms and conditions may be subject to change and may be updated. The change is binding on the Client unless the Client terminates its order within 14 days from the date of delivery of the changed terms and conditions.