

**Additional provisions concerning claims, in force since 1 January 2016 (supplementation of the General Terms and Conditions of Braun Paschke Narloch Kancelaria Adwokatów i Radców Prawnych, [Braun Paschke Narloch Law Office], in force since 1 January 2016)**

**§ 1 Lawsuit**

Unless the written agreement on remuneration to represent in court proceedings provides otherwise, in case of claims, the provision of advice relates exclusively to the legal proceedings before the first instance court. The Law Office shall be entitled to seek legal remedies and file appeals (*especially in case of complaints, appeals, complaints concerning reviews of sentences, complaints concerning finding final verdicts of judges to be unlawful and complaints concerning recommencement of a procedure*) only if it is required by the Client and the Law office accepts such task.

**§ 2 Translations**

Unless the written agreement on remuneration provides otherwise, any lawsuit documents shall be translated exclusively upon the Client's request. Such translations shall be settled according to the hourly rate for translations.

**§ 3 Amount of remuneration**

The amount of the remuneration may depend on the claim value and it shall be specified in the written agreement on remuneration.

**§ 4 Request for payment**

1. In court proceedings it is required to request the debtor to voluntarily perform. Such request shall be prepared either by the Law Office or the Client, whereas in the latter case, the original copy of the request with the confirmation of its delivery must be submitted to the Law Office.

2. The amount of the remuneration for preparation and delivery of the request for payment to the debtor shall be specified in the written agreement on remuneration.

**§ 5 Enforcement proceedings**

If the Law Office is supposed to represent the Client also in the enforcement proceedings, this fact, as well as the amount of the remuneration for this service, shall be included in the written agreement on remuneration.

**§ 6 Performance bonus**

1. Unless the written agreement on remuneration provides otherwise, in addition to agreed remuneration, the Client shall pay to the Law Office a performance bonus.

2. The Law Office's claim associated with the performance bonus results shall come into force upon conclusion of the agreement on remuneration and related liability shall become payable upon the payment by the Client's debtor of any monies after the commencement by the Law Office of the provision of its services (*unless the written agreement on remuneration provides otherwise*).

3. The amount of the performance bonus shall depend on the value of collectable liability and the level of complexity of given case, and (*unless the written agreement on remuneration provides otherwise*) it shall be:

- a. 8%: in case of a claim concerning a liability up to € 5,000.-
- b. 7%: in case of a claim concerning a liability from € 5,000.01.- to € 15,000.-
- c. 6%: in case of a claim concerning a liability from € 15,000.01.- to € 30,000.-
- d. 5%: in case of a claim concerning a liability from € 30,000.01.- to € 40,000.-
- e. 4%: in case of a claim concerning a liability exceeding € 40,000.-, unless the written agreement on remuneration provides otherwise.

**§ 7 Checking of the debtor's financial standing**

The Law Office shall in no case be liable for possible insolvency of a debtor. However, in most cases it is possible to check in advance the financial standing of a debtor being a commercial company using the services of commercial information agencies. The fact whether such verification is required and the costs of such verification shall result from the written agreement on remuneration.

**§ 8 Checking of the legal status and advanced payment**

1. After relevant information and documents are received, the verification is carried out at the very beginning whether there are any perspectives of successful claiming of given liability in a Polish court. A fee must be paid for this step, the amount of which shall result from the written agreement on remuneration.

2. If the Law Office concludes that given action has no chances of being successful, and in spite of such opinion, the Client decides to bring the action in court, such fee shall be credited towards future remuneration payable to the Law Office. Such amount shall also form an advanced payment.

3. However, if the Client decides not to bring the action, the remuneration shall be limited exclusively to the above specified fee.

**§ 9 Losing party's obligation to cover costs**

The agreement on remuneration between the parties can differ from the statutory regulation of fees in Poland. The party losing a lawsuit shall be entitled to pay to the Law Office only such amount of the attorney's fee which results from the provisions of the Polish law or the judge's verdict. The amount of such statutory fee can be lower from agreed with the Client amount of remuneration.

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*place, date, Client's stamp and signature*