

General Terms and Conditions of Braun Paschke Narloch Kancelaria Adwokatów i Radców Prawnych sp. p. (Braun Paschke Narloch Law Office) with registered office in Warsaw - in force since 1 January 2016 -

§ 1 General Information and Scope

1. The following **General Terms and Conditions** (*hereinafter referred to as "GTC"*) of Braun Paschke Narloch Kancelaria Adwokatów i Radców Prawnych sp. p. – Braun Paschke Narloch Law Office - (*hereinafter referred to as "BPN" or "Law Office"*) shall be exclusively binding upon and applicable to all agreements between the Law Office and the Client.
2. All arrangements between BPN and the Client to the agreements connected with the offer and/or the agreement must be included in the offer or the agreement on remuneration in written format, *subject to be null and void*.
3. These GTC shall apply to future commercial relationships with the Client and they replace any earlier GTC of the Law Office providing otherwise, if any.
4. To advice in the sphere of "*claims*" additional part entitled "*Additional Provisions Concerning Claims*" shall apply.

§ 2 Orders Placed at the Law Office, Subcontracting, Amount of Remuneration

1. The **initial scope** of the order to be completed by the Law Office shall result from the written agreement on remuneration.
2. The Law Office can be ordered to carry out specific or further tasks in the course of **additional arrangements**. Such an arrangement - especially consisting in extension by the Client of the task specified in the above item 1 or in further commissioning of tasks - shall not require written format and can be made orally, by fax or email.
3. In the case referred to in item 2 of this article, the remuneration shall be calculated according to the general hourly rates and, possibly, according to the principles resulting from the written agreement on remuneration.

§ 3 General Scope of Services

Unless the written agreement on remuneration provides otherwise, the Law Office shall be obliged to carry out the verification with the **Polish and the EU laws**, and use only these laws as the basis for the order execution. The remuneration shall depend on **agreed services** and **not specified outcome**.

§ 4 Allocation of Tasks within the Law Office, Exchange of Information

1. The agreement shall be binding upon the **Law Office** and the **Client**.
2. The service shall be provided to the Client by the Law Office by means of an attorney or a partner specified in the written agreement on remuneration.
3. Nevertheless, the Law Office shall be entitled to delegate elaboration of a case to its **lawyer or attorney** according to the internal allocation of tasks within the Law Office and to give the personal details of such person, including contact

details, as the **lawyer or attorney** responsible for referring such case.

4. The Client agrees to the exchange of information between the partner and the Law Office's attorney or lawyer in order to complete the order.

§ 5 Client's Obligation to Co-operate

1. The Client shall be obliged to ensure - even without explicit requests - that the Law Office receives within appropriate time all the documents necessary to complete the order as well as the information on all lawsuits, cases and circumstances that may be of significant importance for the order execution.
2. At the Law Office's request, the Customer shall be obliged to confirm the completeness and correctness of submitted documents, provided in formation and made declarations in a separate written statement.

§ 6 Remuneration (Fee), Cost of Translation

1. The Law Office may provide advice to the Client in the following areas: "**General Legal Advice**" and "**Claims**". For all provided services, the Law Office shall receive remuneration from the Client.
2. The amount of the remuneration (*including the remuneration for services associated with provision of non-certified translations; certified translations shall be settled as third-party costs*) shall be specified by the parties in the **written agreement on remuneration**.
3. The amount of the remuneration for "**General Legal Advice**" and "**Claims**" shall be calculated based different criteria.
4. In case of **General Legal Advice**, the following criteria shall be applied:
 - a. the amount of remuneration shall always depend on the period of time the Law Office spent of the order completion ("*Remuneration Based on Service Provision Time*"). This provision shall apply to agreed hourly rates, hourly rates with a time limit, time budgets, lump sums, etc., as these forms are always offered based on calculated labour time;
 - b. in case of Remuneration Based on Service Provision Time, the Client shall be entitled to receive a specification of activities completed for the Client ("*Specification of Activities*"). If the Client does not make substantial objections to the entire *Specification of Activities* or its individual items in writing **within seven days** from the date the Client has the possibility to familiarise with the contents of such *Specification of Activities* (*such notification can be especially made by email*), the *Specification of Activities* shall be considered to be approved by the Client and it shall become legally binding;
 - c. in case of agreement on daily rate, an activity taking **eight hours** per day shall form the grounds from the settlement. The daily rate shall remain unchanged for activities taking from seven to nine hours per given day. Further deviations shall be settled according to actually

completed hours of work, and the above provisions shall apply accordingly.

5. The amount of remuneration for advice provided in relation to “**Claims**” shall depend on the **value in dispute of given claim**. Further details shall be governed by the supplemented part of these GTC entitled “**Additional Provisions Concerning Claims**” and the written agreement on remuneration.

6. Unless the written agreement on remuneration provides otherwise, the Law Office’s general hourly rates specified in this agreement on remuneration (“**Law Office’s General Hourly Rates**”) shall apply.

7. Claims shall be considered to be such claims that in spite of stating of their claimability have not been satisfied or any other claims disputed by the debtor of alleged debtor, or which such debtor or alleged debtor cannot or does not intend to satisfy.

§ 7 Packaged Advice

1. In order to provide the **General Legal Advice** services, the Law Office may undertake co-operation with the Client in the form of packages with the contents resulting from **Appendix No. 1** hereto. Selected by the Client package corresponds to a number of hours, within the confines of which the Law Office shall provide services to the Client during a quarter (Q 10 = 10 hours, Q 20 = 20 hours, Q 30 = 30 hours, Q 40 = 40 hours, Q 50 = 50 hours).

2. In relation to the package referred to in item 1 of this article, the term “quarter” shall refer to three consecutive months, with each month consisting of 30 days (“**90 days**”).

3. Advisory packages are contracted by the Client and the Law Office for a quarter, according to the interpretation assumed in item 2 of this article. The Client decides on the utilisation of the number of hours belonging to the package within a given month of the quarter based on its demand for advisory services.

4. The possibility of carrying unused hours from a given quarter forward to the next quarter shall be excluded.

5. Making of resulting from Appendix No. 1 hereto advanced payment towards contracted package shall form the condition precedent to the commencement of order execution by the Law Office. By this time, the Law Office shall not be obliged to provide any services to the Client.

6. In case of termination of the co-operation between the Client and the Law Office during a quarter covered by packaged advice, the advanced payment for the unused hours covered by such advanced payment shall be refunded. The same shall apply to hours covered by the advanced payment but not used due to other reasons.

7. Within the confines of contracted package, the Law Office shall grant to the Client a discount for the remuneration, as specified in more detail in Appendix No. 1 hereto (*however, the discount shall not cover any bonuses/fees for success*). The discount shall apply to the advice provided in the form “*representation in court proceedings*” according to the “*specification of fees for representation in court proceedings in the territory of Poland resulting from Polish law*” forming Appendix No. 1 to the part of these GTC entitled “**Additional Provisions Concerning Claims**”.

8. To the remaining issues, the provisions of these GTC shall apply.

§ 8 Remuneration Claimability, Settlements

1. The remuneration for each provided service shall become payable upon its completion, although such remuneration can be invoiced as late as in the monthly invoice. The Client agrees to the fact that received monies shall be each time credited first to covering of payable remuneration, agreed performance bonus, third-party costs and expenses.

2. The Client shall receive a receipt for each payment. The Law Office shall be entitled to issue a provisional invoice binding the Client to make a payment.

3. Payments shall be made to the Law Office’s bank account within 7 days from each delivery of the invoice to the Client.

4. Should a payment not be made in time, the Law Office shall be entitled to suspend the performance of its activities for the Client until the payment of relevant amount is made.

§ 9 Payments, Bank Account

1. The Client shall be obliged to transfer all payments to the Law Office’s bank account. This account shall be specified in the agreement on remuneration or in relevant invoice.

2. A payment shall be considered to be made only after it is credited to the above specified account. Such payment shall be binding as properly made upon its posting on such account.

§ 10 Advanced Payment

1. The agreement on remuneration shall specify whether the Client is obliged to make an advanced payment and the amount of such possible payment.

2. In such case, making of the advanced payment shall form a precondition for the commencement of order execution. By the time of such payment, the Law Office shall not be obliged to provide any services to the Client.

§ 11 Third-party Costs and Lump Sum Allowance for Associated Costs

1. The Law Office shall **not** be obliged to settle on the Client’s behalf any fees, taxes, court fees, costs of translations, or any fees or costs of public notaries (*hereinafter referred to as “Third-party Costs”*). Should the Law Office make such payment of third-party costs for the Client, the Client shall be obliged to immediately refund such paid third-party costs.

2. Any ongoing office expenses, such as telephone or facsimile bills, costs of copies, etc., shall be covered with the so-called Lump Sum Allowance for Associated Costs. Unless the written agreement on remuneration provides otherwise, the Lump Sum Allowance for Associated Costs shall amount to 3% of the remuneration payable for legal advice. The Lump Sum Allowance for Associated Costs shall be specified in the invoice for advisory services or in the settlement of activities.

§ 12 Time of Travel, Expense Allowance and Other Expenditures

1. The time of travel shall be fully reimbursed according to the principles specified in the written agreement on remuneration. Travel by plane or by train (*including*

possible car rental) shall be undertaken only when such means of transport prove to be less time-consuming than travel by car.

2. Expense allowances and other expenditures shall be specified in the invoice and additionally added to the hourly, daily or lump-sum remuneration.

§ 13 Payment by Instalments

In case of continuation of an order, the Law Office shall be entitled to request payment of instalments.

§ 14 The So-called Extraordinary Circumstances Clause

The Remuneration Based on Service Provision Time shall be each time calculated based on actual and legal status established by the Law Office upon the order placement. If any extraordinary circumstances or any circumstances not referred to the Law Office by the Client occur during the order execution, the Law Office shall claim the adjustment of its remuneration if such circumstances are promptly notified to the Client. Consequently, the specification of activities can also be presented to the Client in case of the above mentioned agreements.

§ 15 Salvatory Clause, Written Format

1. Should one or several provisions of these GTC prove to be or become invalid, ineffective or unenforceable, it shall not impact the effectiveness of the entire GTC. The parties undertake to immediately replace such ineffective or unenforceable provisions of these GTC with effective ones reflecting the intended commercial purposes of these GTC as closely as possible. The provisions of sentences 1 and 2 shall apply accordingly to any current loopholes in these GTC and any loopholes found in these GTC later on.

2. If according to these GTC any acts in law or declarations of will require written format, than any failure to ensure such written format shall result in the ineffectiveness of given act in law or declaration of will.

§ 16 Performance Bonus

1. In case of General Legal Advice, the following rules shall be applied: if the value of case commissioned to the Law Office is possible to be established, in addition to agreed remuneration, the Client shall pay to the Law Office a performance bonus in the amount of 2% of its value, unless the written agreement on remuneration provides otherwise.

2. In case of **claims**, the details of performance bonus shall result from the part of these GTC entitled "**Additional Provisions Concerning Claims**" and, possibly, the written agreement on remuneration.

3. The amount, type and the method of calculation of the performance bonus (*e.g. the basis for calculation*) as well as the date of such bonus claimability shall be specified in the written agreement on remuneration.

§ 17 Termination

In case of termination, completed hours of work, incurred expenditures and third-party costs shall be settled until the date of serving of the notice. If the agreed remuneration has the form of monthly lump sums, the agreement can be terminated with a month notice, effective at the month end.

§ 18 Liability Clause

The liability of the partner of the Law Office dealing with given case for professional errors during the provision of legal advice shall be limited to the maximum amount of **PLN 1,000,000 (one million zlotys)** per loss. The limitation of the liability shall apply also to the faults of the Law Office's employees (lawyers and attorneys) or subcontractors (lawyers and attorneys). **The liability of the Law Office shall be excluded.**

§ 19 Final Provisions

1. To be valid, all and any modifications and amendments of the written agreement on remuneration shall require written format.

2. The agreement concluded by and between the Legal Office and the Client shall be governed by the Polish law.

3. The place of court jurisdiction shall be Warsaw Mokotów.

place, date, Client's stamp and signature