

**GENERAL TERMS AND CONDITIONS OF SERVICE**  
**Šindelka & Lachmannová advokáti s.r.o., ID No.: 077 47 276,**  
**with registered office Slavětínská 1146/39, Prague 14 - Klánovice**  
**("Law Firm")**

**1. Contract for the provision of legal services**

- 1.1 The contract for the provision of legal services may be concluded by the client ("Client") and the Law Firm, in particular (i) in the form of a separate contract for the provision of legal services or (ii) on the basis of a request made by the Client in writing, by e-mail or orally, provided that the Law Firm confirms the Client's assignment promptly in writing or by e-mail.
- 1.2 These General Terms and Conditions of Service are an integral part of the contract for the provision of legal services, unless their use is expressly excluded by the parties.
- 1.3 The scope of services to be provided by the Law Firm to the Client may be expanded or refined beyond the services included in the Agreement pursuant to Section 1.1 ("Initial Services"), based on instructions from the Client to provide legal services not included in the Initial Services, and the Law Firm shall (i) confirm such instruction or (ii) act in accordance with the Client's instruction, and the Law Firm's acceptance of such instruction shall be by providing or arranging for the provision of such service. Acceptance of an instruction or provision of a service shall be deemed to be an agreement to extend the scope of services under this Agreement ("Additional Services"). The Initial Services and the Additional Services are hereinafter collectively referred to as the "Services".
- 1.4 Unless expressly agreed otherwise, the Services do not include accounting and tax consulting services that the Client secures through third parties of its own choosing.

**2. Provision of services**

- 2.1 The Law Firm provides the Services in accordance with the Client's instructions and in accordance with applicable law and the principles of professional due diligence through qualified professional staff.
- 2.2 The Law Firm shall have an insurance policy for liability for damages with a limit of insurance indemnity of at least the amount prescribed for a company of attorneys by the applicable legislation of the Czech Republic (hereinafter referred to as the "Insurance Limit") for the duration of the provision of the Services. At the time of conclusion of this Agreement, the minimum limit of insurance indemnity from the insurance of the company is at least CZK 50,000,000 for each partner of the limited liability company.
- 2.3 If the possible amount of damage resulting from the Law Firm's liability for damage caused in connection with the provision of Services could exceed the Insurance Limit, the Client undertakes to notify the Law Firm of this fact in writing without delay.
- 2.4 The Law Firm's liability for damage caused in connection with the provision of Services shall not exceed the Insurance Limit.

**3. Remuneration and invoicing**

- 3.1 Unless otherwise agreed, the Client shall pay the Law Firm a fee for the provision of the Services at an hourly rate to be communicated to the Client in the confirmation of the assignment.
- 3.2 Unless otherwise agreed, the fee is invoiced monthly and is payable within 14 days of the invoice date.
- 3.3 The Fee does not include direct expenses and costs incurred in connection with the provision of

the Services, such as court, administrative and other fees, costs of external translations, stamp duty and travel expenses, costs of notarial records, etc., which are charged separately, in addition to the Fee for the provision of the Services, according to their actual amount.

- 3.4 Upon the Client's request, the Law Firm shall provide a detailed breakdown of the services provided.

#### **4. Obligations of the Client**

- 4.1 The Client is obliged to provide the Law Firm with timely and complete information requested by the Law Firm for the purpose of providing the agreed services. Furthermore, the Client shall immediately inform the Law Firm of any changes that may affect the provision of the Services.

- 4.2 Upon the Law Firm's request, the Client shall promptly provide all information and documents necessary for the proper performance of the Law Firm's obligations under Act No. 253/2008 Coll., on Certain Measures against the Legalization of the Proceeds from Crime and the Financing of Terrorism. If the Client violates this obligation, the Law Firm shall be entitled to terminate this Agreement with immediate effect.

- 4.3 If the Client is represented by a third party, including a law firm or other person providing legal services to the Client in the Czech Republic or abroad ("**Representative**"), the Representative shall be liable for the Client's obligations under the Legal Services Agreement.

#### **5. Intellectual property and the right to use and exploitation**

- 5.1 Unless otherwise agreed in a particular case, all intellectual property of the Law Firm existing as of the effective date of this Agreement and any modifications or extensions thereof shall remain vested in the Law Firm.

- 5.2 The Law Firm shall grant the Client a non-exclusive, non-transferable and time-limited right to use the Law Firm's intellectual property, if necessary for the use of individual legal services provided by the Law Firm. Reproduction and modification of the Law Firm's intellectual property is permissible as long as it is necessary for the Client to use the legal services provided by the Law Firm.

- 5.3 If the Law Firm or its associates or employees create any deliverables creating copyright or other intellectual property rights, all intellectual property rights in the deliverables of the Law Firm's work performed for the Client shall be transferred to the Client for the fee agreed in this Agreement upon payment in full of the price of such services. Unless the transfer of such rights is not possible for legal reasons, the Law Firm hereby irrevocably grants the Client an exclusive, perpetual, worldwide and perpetual right to use and exploit all results of the work created for the Client, as well as extensions and modifications thereof. The grant of the aforementioned rights also includes the right to modify, reproduce, distribute and use these results in any form, as well as the right to transfer the right of use and to issue sub-licenses for an indefinite period of time, which are unlimited in content. If the Client is a co-author, the Law Firm waives its share of the rights to use the results in question; if the co-authors are employees or partners of the Law Firm, the Law Firm shall ensure that it obtains from them all rights to use and exploit the respective results, as well as a declaration of waiver of their rights.

#### **6. Confidentiality and data protection**

- 6.1 The Law Firm shall maintain the confidentiality of all information and knowledge relating to any matters of the Client which it may have in its possession and which it may obtain in connection with this Agreement, in accordance with and subject to the regulations and provisions of Act No. 85/1996 Sb., Act on the Legal Profession, as amended ("**Confidential Information**").

- 6.2 The Law Firm shall take appropriate measures to protect Confidential Information from unauthorized disclosure, reproduction or use, as well as from any form of unauthorized access or

misuse.

- 6.3 Unless the Client discloses otherwise in writing, the Law Firm is entitled to state that it has represented the Client in the subject matter for the purposes of its publicity, including any promotional materials.

## **7. Duration and termination of the agreement**

- 7.1 Unless otherwise agreed, the Client is entitled to terminate the contract for the provision of legal services at any time by notice delivered to the Law Firm. The Law Firm shall be entitled to terminate this Agreement at any time by notice delivered to the Client. The notice period shall be one month, with the notice period commencing on the first day of the month following delivery of the notice to the relevant party. In the event of termination, the Client shall promptly reimburse the Law Firm for the balance of the Fee to which it is entitled and all costs and expenses incurred by it in providing the Services. The obligations of the Law Firm in the event of termination are not affected by this provision. In the event of a breach of the Client's obligations, in particular if the Client is in default of payment of the Fee for more than 14 days, the Law Firm shall be entitled to terminate the Agreement without notice.
- 7.2 Termination must be given in writing or by email to the email addresses provided at the conclusion of the legal services agreement.

## **8. Prerequisites**

- 8.1 Unless otherwise agreed, the Law Firm shall make all estimates of the time commitment and amount of the fee provided to the Client in the course of providing the Services based on these assumptions:
- i. The Client will submit the requested information and documents in a continuous, complete and timely manner;
  - ii. all services will be provided in accordance with the laws of the Czech Republic;
  - iii. a competent, organised and experienced contact person with sufficient authority will act on the Client's side;

## **9. Applicable law**

- 9.1 The contract for the provision of legal services is governed by the laws of the Czech Republic.

## **10. Out-of-court dispute resolution**

- 10.1 If the Client is a consumer, in the event of a dispute arising from a contract for the provision of legal services with the Law Firm, the Client is entitled to request out-of-court dispute resolution from the Czech Bar Association, with its registered office at Národní 16, Prague 1. The website of the Czech Bar Association is [www.cak.cz](http://www.cak.cz).