

GENERAL TERMS AND CONDITIONS OF CONTRACTS
MAREK CZERNIS KANCELARIA RADCY PRAWNEGO

Effective as from 2nd September 2013

1. DEFINITIONS

The terms below shall have the following meanings:

- 1.1. The Law Office - Mr Marek Czernis who runs his business under the business name Marek Czernis Kancelaria Radcy Prawnego at Plac Żołnierza Polskiego 1B in Szczecin (70-551), Polska, NIP: 9551458716, VAT UE: PL9551458716, e-mail: kancelaria@czernis.pl, www.czernis.pl;
- 1.2. The Client - a legal person, that has made or is making the Contract with the Law Office;
- 1.3. The Contract - a contract made between the Client and the Law Office, whose subject matter is provision of the Legal Services;
- 1.4. The Legal Services - services to be rendered by the Law Office and consisting in: (i) assistance and legal counselling; (ii) drafting contracts, resolutions and other documents and legal acts, both internally and externally; (iii) drawing up pieces of legal advice and making legal analyses; (iv) representation before courts, authorities and other parties; (v) other services, which the Law Office is licenced to provide;
- 1.5. The Conditions - these Terms and Conditions of Contracts.

2. SUBJECT MATTER OF THE CONDITIONS

The Conditions lay down the contents and rules governing the conclusion, performance and termination of contracts.

3. CONTRACT

- 3.1. The Law Office shall provide the Legal Services requested by the Client based on the Contract.
- 3.2. If not agreed otherwise, the Contract shall be made for an unspecified term unless something opposite arises from the character or nature of the Legal Service under the Contract.
- 3.3. The Contracts are contracts of a careful procedure. The Law Office shall render the Legal Services with due diligence.
- 3.4. A detailed range of the Legal Services to be rendered by the Law Office shall be set out by the Contract or co-ordinations made by the Law Office and the Client in writing, through the electronic mail, telefax, phone or verbally.

4. CONCLUSION OF THE CONTRACT

- 4.1. Conclusion of the Contract shall take place in any form permitted by law and, in particular, in writing, via the electronic mail, or verbally.
- 4.2. The Contract shall be deemed as conclusively made when the Client has placed their order to carry out the Legal Service and the Law Office has proceeded to perform the Legal Service.
- 4.3. The Client shall pass on to the Law Office data necessary to establish and maintain contact and correspondence and draw up accounting documents and, particularly, those of the registered office/or domicile or residence or principal place of business and the numbers KRS/PESEL, NIP and REGON, as

well as any other data, to receipt of which the Law Office shall be entitled pursuant to regulations of laws in force.

5. PERFORMANCE OF THE CONTRACT - GENERAL PROVISIONS

- 5.1. The Law Office shall provide the Legal Services through its employees or permanent associates and third parties, too, if needed.
- 5.2. The Law Office provides the Legal Services Monday through Friday, 9 a.m. till 5 p.m., except the public holidays in Poland. Upon a prior agreement with the Client, the Law Office may provide the Legal Services at other times, which may be subject to an additional fee payable by the Client.
- 5.3. The Law Office may undertake on-going actions without the Client's prior acceptance, as well as actions which, as the Law Office deems fit, do not require such an acceptance.
- 5.4. The Law Office shall be authorised (however, not bound) to undertake instant actions on the Client's behalf, which could not be accepted by the Client beforehand due to time limitations or other circumstances, whose omission, as the Law Office deems fit, could lead to damage or other adverse effects to the Client.
- 5.5. Upon each request from the Law Office, within a time set by the Law Office, the Client shall grant the Law Office powers necessary for the provision of the Legal Services. The Client express the Law Office their consent to granting further powers and authorisations.
- 5.6. The Client shall hand on to the Law Office any and all documents and information necessary for the provision of the Legal Services. Upon each request from the Law Office, the Client shall pass on to the Law Office specified documents or provide specified information within a time set by the Law Office.
- 5.7. Within a time set by the Law Office, the Client shall pay all court fees, stamp fees and other charges specified by the Law Office, related with the provision of the Law Services. The Client is hereby advised that a failure to settle the fees within a time set may result in (i) their claims being declined or (ii) other consequences or legal effects adverse to the Client.
- 5.8. The Law Office shall be entitled to a prior receipt of a prepayment on account of fees in an amount as specified by the Law Office, which are due to the Law Office and arising from the provision of the Law Services. Until receipt of a prepayment, the Law Office shall be entitled to refrain from the undertaking of any actions. Refrainment from actions shall not require a prior notification to the Client.
- 5.9. The Law Office shall be entitled to abstain from performance of the Legal Service or further action under the Legal Service being provided, if: (i) its performance would be contrary to laws or the solicitor's code of conduct; or (ii) the Client is in arrears by more than 28 days in paying the required fees or refunding the costs borne by the Law Office. In such a case the Law Office shall be also entitled to terminate the Contract without notice with the immediate effect. Abstention on the part of the Law Office shall not absolve the Client from the obligation to pay the fees, refund the costs and pay the costs of legal substitution due to or borne by or awarded to the Law Office by the time of the abstention.

- 5.10. The Client shall have the right to report their objections to the amount of the fees or costs specified in an invoice, bill or alike document received by the Client, within 28 days of receipt of a given document. Failure to report objections to the Law Office within the aforesaid time shall amount to the acceptance of an invoice, bill or alike document by the Client. In case of objections having been reported by the Client in time, the above provisions shall apply, as appropriate, to a possibly corrected invoice, bill or alike document.

6. PERFORMANCE OF THE CONTRACT - COMMUNICATIONS

- 6.1. Communications between the Law Office and the Client may be through the electronic mail. The Client is hereby advised that the electronic mail does not ensure full security of data to be transmitted. The Client shall specify the Law Office in writing documents or information deemed as confidential by the Client, which will be transmitted through the electronic mail.
- 6.2. If a service does not occur earlier on, messages transmitted through the electronic mail shall be deemed served at the end of the day of their transmission. If they are sent on Saturday or a public holiday in Poland, messages shall be deemed as served at the end of the next first day other than Saturday or a public holiday in Poland.
- 6.3. If a service does not occur earlier on, registered letters shall be deemed as served on expiration of 3 (three) weeks of the day of their despatch to the address of the registered office/domicile or residence of principal place of business or to a mailing address specified by the Client.
- 6.4. The Law Office may oblige the Client to present a list of the persons authorised to liaise with the Law Office. In such a case the Law Office shall liaison with and, in particular, accept orders for the Legal Services and instructions under the Legal Services being rendered, only from the persons authorised to represent the Client and the persons specified in the list. In case of a failure to present the list, the Law Office shall liaison with and, in particular, accept orders for the Legal Services and instructions under the Legal Services being rendered, only from the persons authorised to represent the Client.

7. PERFORMANCE OF THE CONTRACT - THE FEE

- 7.1. If another way of calculating the fee [**the Fee**] of the Law Office has not been agreed on, there shall be due a fee to the Law Office for the provision of the Legal Services calculated based on the time actually devoted by the employees or associates [**the Employees**] of the Law Office for the conduct of actions [**the Actions**] under the Legal Services at an hourly rate due for the work of the Employees who have completed the Actions.
- 7.2. If another way of calculating the Fee of the Law Office has not been agreed on, the hourly rates shall depend on the qualifications and position in the organisational structure of the Employees at the Law Office and amount to:
- 7.2.1. 150 per cent of the base rate for the Actions of 'a managing partner';
 - 7.2.2. 100 per cent of the base rate for the Actions of 'a partner';
 - 7.2.3. 80 per cent of the base rate for the Actions of 'a solicitor';
 - 7.2.4. 60 per cent of the base rate for the Actions of 'a trainee';

- 7.2.5. 40 per cent of the base rate for the Actions of the other Employees, except the Secretariat;
- 7.2.6. 20 per cent of the base rate for the Actions of the secretarial Employees.
- 7.3. If another way of calculating the Fee of the Law Office has not been agreed on, the hourly base rate shall be 200 (two hundred) EUR or equivalent thereto in PLN, at the option of the Law Office.
- 7.4. The amounts of the Fee shall be net. To ascertained amounts (including those as laid down in the Conditions) there shall be added the value added tax due in Poland on the date of issuing an invoice.
- 7.5. If the Fee is calculated based on the time actually devoted by the Employees to perform the Actions, then the time shall be calculated based on commenced 6 (six) minutes of performance of the Action (i.e. the working time calculating unit shall be each commenced 6 (six) minutes).
- 7.6. Regardless of the ascertained Fee, the Law Office shall also be entitled to the costs of legal substitution as lawfully awarded against adversary authorities or parties.
- 7.7. Should the Employees travel on business outside Szczecin owing to the provision of the Legal Services, the time spent travelling, however, no more than 8 (eight) hours per day, shall be deemed as the time for performing the Actions.
- 7.8. The Fee shall be payable against the invoices or bills or alike documents to be issued by the Law Office, within 7 days of the date of their issuance, to the bank account as specified therein or to the cashier in the Law Office.
- 7.9. If the Fee is quoted in a foreign currency, and payable in PLN, then the conversion shall be done to the provisions of laws in force in that respect.

8. PERFORMANCE OF THE CONTRACT - COSTS

- 8.1. The Client shall refund the Law Office any and all costs and expenses [**the Costs**] borne by the latter related with the provision of the Legal Services and particularly, those of: phone calls, postage, courier service, printouts and photocopies, translations and travelling.
- 8.2. The costs of phone calls, postage, courier service, printouts and photocopies shall correspond to the costs incurred by the Law Office unless the latter charges them as a lump sum at 5 per cent of the Fee due to the Law Office, at the option of the latter.
- 8.3. Travelling is accomplished by vehicles of the Law Office, private vehicles of the Employees or by taxis. The costs of travelling by the vehicles of the Law Office and the Employees' private vehicles are 1.50 (one point five zero) PLN increased by the value added tax per each kilometre. The costs of travelling by taxis shall correspond to (i) the costs arising from bills as submitted by the Law Office or, if submission of a bill is not possible, (ii) the regular travelling cost by taxi over a given route.
- 8.4. Should the Employees travel outside Szczecin owing to the provision of the Legal Services, the Client shall reimburse the Law Office particularly for:
 - 8.4.1. The costs of travelling as per the rules set out in section 8.3 above;
 - 8.4.2. The costs of travelling by coach, train or public transport;
 - 8.4.3. The costs of flights;
 - 8.4.4. The costs of meals;

8.4.5. The costs of accommodation in a single room in a three-star hotel as a minimum;

arising from bills as submitted by the Law Office or, if submission of a bill is not possible, corresponding to the regular cost of a specific commodity or service.

The way of making use of travels, passes and flights and gastronomic and accommodation services shall depend on the decision of the Law Office, which nevertheless shall allow for a legitimate interest of the Client.

8.5. The costs of services of external lawyers or other specialists, particularly foreign lawyers, that have been accepted by the Client, shall be borne by the latter directly in favour of those service providers unless it has been agreed beforehand that the costs shall be borne by the Law Office and then the Client shall refund or prepay the costs to the Law Office within a time to be set by the Law Office.

8.6. The costs shall be payable (refunded) against the invoices or bills or alike documents to be issued by the Law Office, which are drawn up based on a list of the Costs prepared by the Law Office, within 7 days of the date of their issuance, to the bank account as specified therein or to the cashier in the Law Office. Upon request of the Client, there shall be made available copies of the invoices or bills or the like, which document the incurring of the Costs.

9. PERFORMANCE OF THE CONTRACT - CONFIDENTIALITY AND DOCUMENTS

9.1. The Law Office shall keep in secrecy any and all information and documents disclosed to it by the Client in connection with the provision of the Legal Services. The aforesaid limitations shall not apply to documents and information communicated to the public domain otherwise than through infringement of this paragraph or whose communication to the public domain has been required by the Client's interest or by the provisions of law in force.

9.2. The Law Office shall keep the documents pertaining to the provision of the Legal Services for a period of 5 years of the date of termination of the Contract or conclusion of the provision of a given Legal Service, whichever occurs first. After the period the Law Office shall be entitled to shred the documents.

9.3. The Client shall not disseminate sample contracts or other documents and legal acts, both in whole as well as in fragments, which have been drawn up by the Law Office for the Client's needs or in connection with the provision of the Legal Services. In particular, the Client shall not hand over those samples to third parties, especially to those that run a business competitive to that of the Law Office.

9.4. The Law Office shall refrain from any actions that may undermine the Client's reputation during the course of and after the termination of the Contract. The Client shall refrain from any actions that may undermine the reputation of the Law Office during the course of and after the termination of the Contract.

10. PERFORMANCE OF THE CONTRACT - LIABILITY

10.1. The Law Office shall not be liable for damage caused or caused by way of contribution by: (i) a failure to provide or a provision of incomplete

documents or information to the Law Office; (ii) an abstention by the Law Office from performance of the Legal Service or an action as a result of a failure to grant a power of attorney, as well as a result of a failure to pay a required charge or prepayment in the situation as referred to in section 5.9 above; (iii) a provision to the Law Office of documents, information, powers of attorney or a provision of charges or prepayments at a time preventing a timely performance of the Legal Service by the Law Office.

10.2. The liability of the Law Office by reason of a failure to perform or unduly performance of the Contract, excluding damage done intentionally, shall be limited to the equivalent of 100,000 (one hundred thousand) EUR as per the average exchange rate announced by the National Polish Bank for the first time during the year in which damage occurred.

11. TERMINATION OF THE CONTRACT

11.1. The Contract may be terminated by either Party at any time by a one month's notice. The notice shall take effect at the end of the calendar month.

11.2. A breach of the Contract and the loss of confidence justified by circumstances shall be deemed particularly as important reasons.

11.3. Should the Contract be terminated by the Client for important reasons or by the Law Office for reasons on the part of the Client, then the Client shall pay the Law Office the agreed Fee.

12. REFERENCES

The Client shall grant their consent to disclosing by Law Office the fact of the provision of the Legal Services in favour of the Client and placing the Client in the list of references of the Law Office.

13. FINAL PROVISIONS

13.1. The Contract and the Conditions shall be governed by Polish law.

13.2. Any disputes arising from or in connection with the Contract shall undergo the jurisdiction of the Polish courts.

13.3. Any disputes arising from or in connection with the Contract shall be settled by arbitration (which, however, does not represent an arbitration clause) and in the absence of the possibility of an amicable settlement, disputes shall be referred to the common court that has jurisdiction over the Law Office.

13.4. The Conditions constitute an integral part of the Contract and shall apply to the legal relationship between the Law Office and the Client, which arises out of the Contract as far as the Contract does not provide otherwise.

13.5. If the Contract is made in writing, then its amendment, addition or termination shall require the written form otherwise being null and void.