

# Standard Terms of Service of the Law Firm Version 4

## Compliance

Dudkowiak Kopec & Putyra complies with the Polish Barristers Act of 26<sup>th</sup> May 1982 as amended and the Code of Conduct of the Polish Bar Association, as well as the professional ethics of the Bar Association, when rendering legal services to its Clients.

## Application of the Terms

Unless otherwise explicitly stipulated in a contract (letter of engagement) between Dudkowiak Kopec & Putyra and the Client, these Standard Terms of Services of the Law Firm (hereinafter referred to as the STS) shall apply to any and all business-to-business (B2B) relationships between Dudkowiak Kopec & Putyra and the Client. In particular, the STS shall apply to any and all possible claims towards Dudkowiak Kopec & Putyra, resulting from any all possible legal grounds, including but not limited to: contractual liability and tort liability. The STS shall remain in force even after the legal relationship between Dudkowiak Kopec & Putyra and the Client ceases to exist.

## Details of Dudkowiak Kopec & Putyra

Full name: Dudkowiak Kopec Putyra sp.j.  
Addresses: Rondo ONZ 1, Warszawa  
ul. Opolska 114, Kraków  
ul. Zamkowa 7/11, Poznań  
ul. Sobieskiego 2/3, Zielona Góra

KRS: 314697

## Confidentiality

Dudkowiak Kopec & Putyra keeps all information related to the Client and its business activities unconditionally confidential. Dudkowiak Kopec & Putyra obligation of professional secrecy comprises all information disclosed or provided by the Client to Dudkowiak Kopec & Putyra in connection with an assignment, including in particular information related to the assignment and the Client and the Client's business activities, trade secrets, correspondence, personal data, and other similar information. Dudkowiak Kopec & Putyra shall refrain from using such information for other purposes than the performance of the assignment. As an exception Dudkowiak Kopec & Putyra may use your logo for marketing purposes – you may always object to that.

BUSINESS  
LAWYERS

**DUDKOWIAK  
KOPEC & PUTYRA**

## Insurance of Dudkowiak Kopec & Putyra

Dudkowiak Kopec & Putyra has professional liability insurance granted by major Polish insurance company: PZU S.A., up to the amount of 3.000.000 PLN.

Policy No.: LIR00002098  
Covered amount: 3.000.000 PLN  
Insurance Company 1: Powszechny Zakład Ubezpieczeń S.A.  
Al. Jana Pawła II 24, Warszawa  
KRS: 9831

## Attorneys Insurance

Each Attorney of Dudkowiak Kopec & Putyra, in addition to Law Firm's Insurance as described above, has personal professional liability insurance as required by Polish Bar Association and Polish Attorneys Association.

## Governing Law | Jurisdiction

The relationship between Dudkowiak Kopec & Putyra and the Client shall be governed by the laws of Poland exclusively. Any dispute, difference, controversy or claim arising out of or relating to any kind of legal relationship between Dudkowiak Kopec & Putyra and the Client shall be settled by the Polish common court, competent for the capital city of Warsaw, Śródmieście district.

## Force Majeure

Dudkowiak Kopec & Putyra and the Client shall not be held liable for a failure to perform their obligations in case the failure is caused by force majeure circumstances that the party failing to perform its obligations could not prevent or foresee. The party hindered to perform its obligations shall inform the other party of such hindrance without undue delay and shall perform its obligations immediately once the force majeure circumstances cease to exist.

**Applicable from January 1<sup>st</sup> 2019**

### **Invoicing**

Work performed during a calendar month is invoiced once the calendar month in question has ended (monthly invoicing), unless otherwise agreed upon.

When Dudkowiak Kopeć & Putyra and the Client have agreed upon a fixed fee, the fee is invoiced upon completion of the assignment (for example, when the document that Dudkowiak Kopeć & Putyra was requested to prepare has been delivered to the Client), unless otherwise agreed by the parties.

If the Client has paid Dudkowiak Kopeć & Putyra an advance that is kept on Dudkowiak Kopeć & Putyra client funds account, Dudkowiak Kopeć & Putyra is entitled to independently offset the advance against an invoice once the invoice has been sent to the client. Dudkowiak Kopeć & Putyra shall inform the Client of the extent in which an invoice is offset against an advance in connection with delivery of the invoice.

The standard term of payment is 7 days net, unless otherwise agreed with the client. If applicable, Polish value-added tax is added to the invoice in accordance with the tax rate valid from time to time.

Dudkowiak Kopeć & Putyra is entitled to cease the provision of Services, if the payment of an outstanding invoice is delayed by more than 15 days from the maturity date. The discontinuance of the Services does not affect Dudkowiak Kopeć & Putyra right to charge for work performed before the decision to cease the provision of the Services was made.

Dudkowiak Kopeć & Putyra is entitled to late interest at the rate of 12 % per annum as of the maturity date of the invoice.

### **Responsibility**

Dudkowiak Kopeć & Putyra is responsible for the quality and accuracy of its services. Should the services be performed inaccurately or inadequately the Client shall be entitled to claim compensation for direct loss (*damnum emergens*) suffered by the Client. Limitations of liability may be introduced by Dudkowiak Kopeć & Putyra in communications addressed to the Client, for example in legal assessments, legal opinions, legal analysis, executive summaries, due diligence reports, e-mails (etc.), including but not limited to in the form of disclaimers, assumptions, qualifications (etc.). Unless otherwise agreed in the letter of engagement, in any circumstances the maximum amount of any compensation, regardless of legal grounds, shall be limited to fifty fold (i.e. 50x) the minimum net monthly salary in Poland on the day of the Client incurring the loss. Liability of Dudkowiak Kopeć & Putyra is always based on the principle of guilt. No presumptions of guilt shall apply.

### **Expenses**

Dudkowiak Kopeć & Putyra fees do not include costs and expenses related to the performance of an assignment, such as registration fees, court fees, courier and postal fees, translation fees or necessary travel and accommodation costs. Dudkowiak Kopeć & Putyra shall inform the client of other than insignificant costs in advance. Costs related to an assignment are invoiced on a monthly basis, unless otherwise agreed by the parties

### **Claims**

In order to introduce a claim the Client shall: (i) provide Dudkowiak Kopeć & Putyra with description of the damage/loss along with evidence for verification purposes, then if the matter is not resolved internally (ii) initiate court action against the insurance companies in order to obtain a final and binding court judgement on awarding the claim, or – if the action becomes dismissed by the court (iii) exhaust any and all remedies against the judgement in order to obtain a final and binding court judgement. Unless the aforementioned claim introducing procedure (i-iii) is followed by the Client in full, any and all claims against Dudkowiak Kopeć & Putyra shall not become due nor actionable. Claims may be directed to Dudkowiak Kopeć & Putyra and never to individual lawyers.

### **Miscellaneous**

The agreement between Dudkowiak Kopeć & Putyra and the Client cannot be transferred to a third party without the written consent of the other party. Materials, such as agreements, memoranda, opinion and advice in other forms, produced and rendered to the Client during or as a result of an assignment are intended for the sole use of the Client or addressee. The Client or addressee shall not have the right to disclose for information purposes or for reliance purposes or any other purposes such materials to third party, unless the express consent is granted by us. We do not hold any liability towards the parties to whom such agreements, memoranda, opinion, advice or other similar form were disclosed without our consent or for information purposes only. Dudkowiak Kopeć & Putyra and the Client shall refrain from recruiting the other party's employees without the written consent of the other party during the validity of the agreement between the parties and within one year from the date on which the latest assignment was completed.