

1. DEFINITIONS, SUBJECT MATTER

- 1.1. Explanation of terms and abbreviations used in this Document:
 - 1.1.1. 'GTC' - General Terms and Conditions of Providing Legal Services by JGA Law Firm Galwas, Ginckaj, Morawiec, Olszewski, Stankiewicz SP. P., as specified in this Document.
 - 1.1.2. 'Legal services; services' – the provision of legal assistance by the Law Firm for the benefit of the Client, within the meaning of Article 6(1) of the Act of 6 July 1982 on Attorneys-at-Law, and within the scope set out in an agreement.
 - 1.1.3. 'Law Firm' - JGA Kancelaria Galwas, Ginckaj, Morawiec, Olszewski, Stankiewicz SP. P., with its registered office located in Katowice, address: ul. Kilińskiego 34, 40-062 Katowice, entered in the Register of Entrepreneurs of the National Court Register (KRS), under the KRS number: 0000209897, Tax Identification Number (NIP): 6342378087,
 - 1.1.4. 'Client' - an entity that is not a consumer within the meaning of Article 22¹ of the Civil Code, and that has entered into an agreement for the provision of legal services, with the Law Firm,
 - 1.1.5. 'Civil Code' – the Act of 23 April 1964 Civil Code,
 - 1.1.6. 'Code of Ethics of Attorneys-at-Law' - principles of professional deontology of attorneys-at-law developed and established by competent bodies of the professional self-government of attorneys-at-law.
- 1.2. The GTC constitute a contract template within the meaning of Article 384 of the Civil Code, applied by the Law Firm in agreements with Clients.
- 1.3. The provisions of the GTC apply as a supplement to the provisions of agreements concluded with Clients.
- 1.4. In the case of any inconsistency between the provisions of the GTC, and the provisions of particular agreements concluded with Clients, the provisions of the said agreements shall prevail.

2. PROVISION OF LEGAL SERVICES BY THE LAW FIRM

- 2.1. Legal services are provided to the Client based on an agreement concluded at least in a documentary form.
- 2.2. Legal services are provided based on the legal status arising from applicable provisions of the law, judicial decisions, and practice, effective at the time of the implementation thereof. However, subsequent amendments to legal regulations, new judicial decisions, or practices may affect the relevance of the subject matter of a given service.
- 2.3. The Law Firm is not obligated to update provided services regarding subsequent amendments to legal regulations and practices, unless a particular agreement provides otherwise.
- 2.4. The Client is obligated to cooperate in the provision of services by the Law Firm, especially by providing necessary information, presenting documents, and other materials required for the provision of such services. The Client is responsible for the accuracy and reliability of the information provided, the documents presented, and other materials. Except as otherwise provided for by an agreement, the law firm is not obligated to verify the information, documents, or other materials produced.
- 2.5. The Law Firm decides on the personnel who will be involved in providing legal services, whereby a dedicated Partner of the Law Firm under whose supervision the services are carried out will be specified by a particular agreement. The Client has the right to demand personal performance of specific actions by a particular individual only when it is expressly stated in the concluded agreement.
- 2.6. The Law Firm, at its own initiative, or at the request of the Client, presents the Client with drafts of legal documents prepared as part of the legal services for consultation and comment. These

drafts are not binding and cannot constitute the basis for the Law Firm's liability towards the Client.

- 2.7. If, in connection with the provision of legal services, the Client receives a piece of work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, there is no assignment of economic copyright to the Client, or granting of a license for the use thereof, unless the agreement expressly and clearly provides otherwise.
- 2.8. The Law Firm provides legal services to the Client in accordance with the provisions of the Act of 6 July 1982 on Attorneys-at-Law, and the Code of Ethics for Attorneys-at-Law, based on the following principles:
 - 2.8.1. The Law Firm provides advice on neither the substance of a particular transaction, nor on its tax-related aspects, unless otherwise specified;
 - 2.8.2. The Law Firm does not act in the capacity of an intermediary, or organiser of any transaction, unless expressly stipulated otherwise;
 - 2.8.3. The Client's decision to take a particular action will be made by the Client based on their own assessment of the commercial and financial aspects and risks of a particular transaction;
 - 2.8.4. None of the services provided by the Law Firm shall be deemed to be an invitation to, or an inducement (direct or indirect) for the Client, or anyone else, to undertake a particular action.

3. THE LAW FIRM'S FEES

- 3.1. Absent an agreement to the contrary, the fee due the Law Firm is settled once a month, based on the Law Firm's record of time spent on providing services, and the agreed hourly rate.
- 3.2. In the case of legal representation (acting on behalf of the Client before courts and offices), the Law Firm is entitled to a fee based on the nature and complexity of the case, as well as the amount of work involved, however not lower than the minimum fee rate for activities performed by an attorney-at-law, determined by the currently applicable Regulation of the Minister of Justice. The fee will be agreed upon by the Parties before the Law Firm undertakes to carry out such activities. The said fee may additionally be specified by indicating that it amounts to a certain percentage of the value of the assignment (dispute, agreement, etc.).
- 3.3. Unless otherwise specified in an agreement with the Client, the fee referred to in paragraph 3.2 is payable in the amount of awarded costs, or due legal representation costs, upon the conclusion of the proceedings in a given instance. The particular fee charged for representation in enforcement proceedings is payable, in the first instance, on the date of receipt of the enforced receivables, alternatively on the date of issuance of the decision concluding the proceedings.
- 3.4. The Law Firm shall issue and send invoices to the Client within 7 days from the end of the period to which they relate. Unless otherwise agreed upon by the Parties, invoices are payable within 7 days from the date of delivery.
- 3.5. The fee rates agreed upon with the Client are net values, and such fees will be increased by VAT, according to the applicable rate thereof.
- 3.6. The fee rates specified in an agreement, or otherwise agreed upon with the Client shall be indexed annually, starting from the month following the month in which the Central Statistical Office announces the average annual Consumer Price Index for goods and services for the previous year ("Annual Consumer Price Index") - with the first indexation taking place no sooner than after 6 months of the date of the conclusion of an agreement. The indexation referred to in the preceding sentence will amount to once the value of the difference in the Annual CPI against the value of the said Index announced in the previous year (%). Carrying out the aforementioned indexation shall not require the conclusion of any amending agreement to the

agreement concluded with the Client. The Law Firm shall inform the Client about the indexation by sending an appropriate notification.

- 3.7. In the event of dissolution of the agreement concluded for the provision of legal services, the Client shall pay the Law Firm fees and expenses related to the performance thereof, until the Law Firm ceases its activities. If it is stipulated in the agreement with the Client that the fees due the Law Firm for legal representation become payable upon the conclusion of proceedings, or upon the completion of a particular stage of such proceedings, or upon the enforcement of receivables from the opponent, the Client is obligated to pay such fees to the Law Firm, even if the aforementioned circumstances occur after the date of dissolution of the said agreement. In the event of dissolution of the agreement for reasons not attributable to the Law Firm, the fees for legal representation in cases initiated, but not concluded by the date of termination of the agreement become due in full on the date of dissolution of the agreement.

4. EXPENSES RELATED TO THE PROVISION OF SERVICES BY THE LAW FIRM

- 4.1. Regardless of the fees specified in the preceding paragraphs, the Client is obligated to cover any costs associated with the performance of the services, in particular: fiscal charges, court fees, notary fees, reimbursement of travel expenses outside the city of Katowice, charges for registered mail, courier services, translations, etc.
- 4.2. The Law Firm shall promptly notify the Client of the obligation to pay court fees, fiscal charges, or notary fees, the moment it arises. The Client shall be solely responsible for timely payment of such fees.
- 4.3. In the case of trips made by lawyers of the Law Firm (related to the provision of services) outside the area of Katowice, the Law Firm is entitled to reimbursement of travel and accommodation expenses based on appropriately applied principles for business trips of employees. Unless otherwise specified in an agreement, the movement of partners, or employees of the Law Firm between the registered office, and the Client's headquarters is not considered a business trip within the meaning of this paragraph.

5. CONFIDENTIALITY

- 5.1. The Parties undertake to keep confidential any and all information obtained during, and in connection with the services provided by the Law Firm, which is not publicly available ('Information').
- 5.2. In certain exceptional situations, the Law Firm may be obligated to disclose Information to appropriate authorities, or to do so under applicable provisions of the law, or on the basis of the principles of professional ethics. In such cases, the Law Firm will inform the Client (if permissible, and practicable) about any potential request, or obligation to disclose such Information.
- 5.3. The Law Firm specifies that it is bound by professional secrecy provided for in Article 3 of the Act of 6 July 1982 on Attorneys-at-Law.
- 5.4. The Client undertakes not to disclose to third parties, or otherwise provide to any other party any compilations, documents, materials, or information provided to the Client by the Law Firm in connection with the provided services. In the event of any contravention of the above obligation, the Client shall be obliged to indemnify the Law Firm for any damage caused by non-performance, or improper performance of the aforementioned obligation.
- 5.5. Unless otherwise specified in an agreement concluded with the Client, the Law Firm is indefinitely entitled to inform third parties about the collaboration between the Client and the Law Firm, regardless of the method and mode of conveying such information, particularly by posting information concerning the said collaboration of the Parties on the Law Firm's website.

6. THE LAW FIRM'S LIABILITY

- 6.1. In the case of non-performance, or improper performance of legal assistance services, the joint liability of the Law Firm, and of the attorney-at-law who provides services to the Client, for matters not covered by the insurance company in which attorneys-at-law practicing in the Law Firm are insured under mandatory, or voluntary civil liability insurance:
- 6.1.1. is limited to the amount of losses actually incurred (damnum emergens) - liability for lost benefits (lucrum cessans), and consequential damages is expressly excluded by mutual agreement;
- 6.1.2. is limited to the amount equivalent to the total remuneration received by the Law Firm for the performance of the provided service.
- 6.2. The reservation specified in paragraph 6.1. does not apply to damages resulting from intentional fault.
- 6.3. The Law Firm is responsible for the proper performance of services solely towards the Client with whom an agreement has been concluded. Unless an agreement expressly provides otherwise, the Law Firm is not liable towards any third parties, particularly towards the Client's affiliates, or members of capital groups, consortia, or other associations the Client is a member of.

7. DOCUMENTATION

- 7.1. Upon the Client's request, the Law Firm promptly provides information about the status of legal services provided, and, at the Client's request, in the same manner provides documents produced, or received in connection with the services provided.
- 7.2. Upon completion of the provision of a particular legal service, the Client is obligated to collect documents related to the provision thereof, unless the Parties establish rules concerning the storage of such documents by the Law Firm.
- 7.3. If the Client fails to collect the abovementioned documents, the Law Firm has the right to charge the Client reasonable costs connected with the storage thereof. The Law Firm has the right to destroy the stored documents after a retention period of 10 years from the completion of a particular service.
- 7.4. The Law Firm has the right to retain information, and copies of documents, for the purpose of defending against potential claims, and for statistical purposes, for a maximum period of 10 years from the completion of a particular service.

8. SERVICE OF LETTERS AND DOCUMENTS

- 8.1. For purposes related to the provision of legal services, the Client may contact the Law Firm through the general contact details of the Law Firm:
- 8.1.1. Registered office address and landline phone: ul. Kilińskiego 34, 40-062 Katowice, tel. 32 257 17 79, on business days from Monday to Friday from 8:00 a.m. to 5:30 p.m., except for holiday periods falling between bank holidays, and long bank holiday weekends, as communicated by the Law Firm at '[JGA – legal and tax advisory services](#)' website.
- 8.1.2. Email address: jga@jga.com.pl,
or
- 8.1.3. through the previously provided individual contact details, including, in particular, personalised email address within the @jga.com.pl domain; a mobile phone number.
- 8.2. Service of correspondence on the Law Firm shall be considered effective when such correspondence:
- 8.2.1. is served on the Law Office's registered office, as specified in paragraph 8.1.1., on the date an authorised person acknowledges the receipt thereof;

- 8.2.2. is sent to the email address specified in paragraph 8.1.2. - on the day it is recorded on the Law Firm's mail server, with the reservation that the correspondence transmitted in this manner outside normal office hours of the Law Firm shall be deemed served on the next business day,
- 8.2.3. is sent to the email address specified in accordance with paragraph 8.1.3. - on the day it is recorded on the Law Firm's mail server, with the reservation that correspondence transmitted in this manner during the absence of a particular person from work, which is indicated by the autoresponder, shall be deemed delivered on the first business day following the period indicated by the autoresponder.
- 8.3. Declarations of intent may be submitted to the Law Firm solely through the Law Firm's registered office address, or to the email address specified in paragraph 8.1.2., or to the personalised email addresses of the Law Firm's partners.
- 8.4. The Law Firm, and persons acting on its behalf may communicate with the Client, their personnel, advisors, and other persons acting in their name, and on their behalf, through the means of communication indicated by the Client. The Client bears sole responsibility for the risks arising from the use of the means of communication indicated by the Client. If the Client does not expressly specify otherwise, the email address provided by the Client for electronic communication is also appropriate for sending invoices electronically by the Law Firm.

9. FINAL PROVISIONS

- 9.1. The GTC are governed by the Polish law and shall be interpreted accordingly.
- 9.2. Matters not regulated in these GTC, or in an agreement concluded with the Client, shall be governed by the provisions of the Civil Code, the Act on Attorneys-at-Law, and the Code of Ethics of Attorneys-at-Law.
- 9.3. The Law Firm, and the Client, undertake to use all reasonable endeavours, in good faith, to promptly resolve any dispute, or claim arising from, or related to the provision of services, through negotiation.
- 9.4. If the negotiations do not yield successful results, and unless the Parties agree otherwise, any disputes arising from the agreement concluded with the Client, or arising in connection with the said agreement, will be resolved by the competent court of proper venue for the registered office of the Law Firm.
- 9.5. Any and all changes to the GTC made by the Law Firm in the course of providing legal services are binding for the Client, if the Client has consented to such changes.