



**GENERAL TERMS AND CONDITIONS OF
PROVIDING LEGAL ADVISORY SERVICES**

BY

the Law Firm

GORAZDA, ŚWISTUŃ, WĄTROBA I PARTNERZY
ADWOKACI I RADCOWIE PRAWNI
with its registered office in Cracow

Szczepański Square 8, 31-011 Cracow
Tax Identification Number (NIP): 676-20-37-683

§ 1

GENERAL PROVISIONS

1. These General Terms and Conditions of Providing Legal Advisory Services (**hereinafter** referred to as "**GTCs**") shall apply to legal advisory services provided by the Law Firm (hereinafter referred to as "**Services**") to the Law Firm's clients (hereinafter referred to individually as a "**Client**") and constitute part of a written agreement with the Client whereby the Law Firm undertakes to provide the Services (hereinafter referred to as the "**Agreement**"). The Client and the Law Firm are referred to in these GTCs each individually as a "**Party**" or collectively as the "**Parties**".
2. These GTCs shall also apply if, upon the Client's instruction expressed in any form, in particular in writing, by email, fax or orally, the Law Firm renders Services despite the lack of a written Agreement. For the avoidance of doubt, in the period preceding delivery to the Law Firm of a copy of the Agreement signed by the Client (including the provisions of these GTCs), the Agreement shall be deemed concluded if the Client instructs the Law Firm to provide the Services in the form specified in the preceding sentence and upon such instruction the Law Firm commences to provide them.
3. After concluding the Agreement, the Client may, following the Law Firm's approval, to instruct the Law Firm to provide the Client with additional (i.e. not yet covered by the concluded Agreement) legal counselling services on the terms and conditions set forth in point 2 above. Unless the Parties decide otherwise, the activities undertaken within the scope of the instruction referred to in the preceding sentence shall be subject to the provisions of the GTCs in the version in force on the date of providing instruction.
4. The Client hereby represents that no consent is required for the execution of this Agreement or for the provision of Services by the Firm to the Client of:
 - a. any body of the Client, or
 - b. any third parties, or
 - c. any public administration authorities.
5. The Client acknowledges that the Law Firm shall not render Services to the Client on an exclusivity basis.

§ 2

Collaboration with the client

1. The Law Firm shall indicate a person or persons directly responsible on its behalf for its relations with the Client, who shall be the Law Firm's partners indicated in the content of this Agreement.
2. The Law Firm may, at its sole discretion, entrust the performance of a particular instruction covered by the Agreement or specified parts thereof at any time to those indicated by the Law Firm, in particular:
 - a. to members of the Law Firm's team, or
 - b. to external advisors and, in particular, to entities preparing translations and certified translations of documents, financial advisors, auditors, certified auditors and foreign advisors if this is required by the nature of the instruction provided to the Law Firm. The Law Firm shall not be obliged to disclose the registered offices, business names or personal details of such entities to the Client.

§ 3

Provision of services

1. The Law Firm undertakes to act with due diligence and in accordance with instructions or information received from the Client in writing, orally or otherwise, if it is not contrary to generally applicable law or the principles of professional ethics. The Parties agree that the Client's managerial staff or the Client's employees (regardless of the basis of their employment) shall act on the Client's behalf in the course of cooperation with the Law Firm.
2. The Law Firm's overall liability on account of an instruction covered by an Agreement shall be limited to losses incurred by the Client as a result of the Law Firm's acts or omissions and shall not include lost profits. In each case, the Law Firm's liability shall be limited to the amount of the remuneration paid to the Law Firm for that part of the instruction which results in the Client's claim for damages.
3. All materials concerning activities covered by the Agreement shall be provided by the Parties by post, e-mail, courier service against receipt or by fax. The Parties may also agree, within the scope of a given instruction, to make the documents available to each other in a secure (password protected and encrypted) manner by placing them on a virtual external drive. Access to the documents shall be vested in persons authorised by the Law Firm and the Client. The document shall be deemed delivered at the moment of uploading it and notifying an authorized person thereof.
4. The Law Firm may undertake activities without the prior consent of the Client if the Law Firm deems it necessary owing to the interest and welfare of the Client. The Law Firm undertakes to inform the Client immediately on taking any such activities. In particular, this may apply to the performance on behalf of or for the benefit of the client of obligations under applicable law, which are a direct consequence of the services provided.
5. The Client shall provide the Law Firm, within the time limits determined by the Law Firm, with all documentation and information that the Law Firm shall deem necessary to properly render the Services requested by the Client.
6. The Client may use the opinions and documents drawn up for the Client as well as the advice given by the Law Firm (hereinafter referred to as "**Advice**") exclusively for its own purposes. The Client may disclose the content of the Advice to third parties within the scope indicated in the content of these GTCs. The Law Firm shall not, however, accept any liability towards third parties for the Advice disclosed by the Client to such third parties.
7. In the course of providing the Services, the Law Firm may provide oral comments or written drafts of some or all of the documents, in printed or electronic form. As such draft documents do not constitute final Advice, the Law Firm shall not be liable for their content. The final results of the Law Firm's work, constituting the Advice, shall be included in the final documents signed by a partner of the Law Firm with an appropriate annotation. The Client acknowledges that the Law
8. Firm shall not be obliged to update already final Advice in a manner that takes into account changes in law or practice of law application that occurred after the Advice was given. The Law Firm shall not be liable for the results of its actions or omissions resulting from non-performance or improper performance of the Agreement, or for any delay arising, if they should result from:
 - a. the Client's failure to provide or late provision of the required documents and information, or
 - b. the Client provided false or misleading documents and information, or
 - c. the Client's failure to inform the Law Firm of such facts and circumstances which:
 - i. have or may have a bearing on the adequate performance of the Agreement, and
 - ii. about which the Law Firm could not learn with due diligence, even if the Law Firm did not ask for them, or
 - d. decisions, instructions, orders or recommendations received from the Client.
9. The Client shall indemnify the Law Firm against any claims made in connection with the performance of the Agreement by third parties and, in particular, the Client shall be obliged to reimburse the Law Firm for all expenses and costs (including the equivalent of work effort according to an hourly rate specified in the Agreement) incurred by the Law Firm as a result of or in connection with any claims made by third parties against the Law Firm as a result of the Client's actions or actions of persons for whose acts or omissions the Client is liable as for their own acts or omissions or the Law Firm's actions in accordance with decisions, instructions, orders or recommendations received from the Client.

§ 4

SECURITY AND CONFIDENTIAL INFORMATION



1. In accordance with Article 6 of the Act of 26 May 1982 of Law on Advocates (consolidated text Journal of Laws of 2020, item 1651), Article 3.3-6 of the Law on Legal Advisers of 6 July 1982 (consolidated text Journal of Laws of 2020, item 75) and Article 37 of the Law on Tax Advisers of 5 July 1996 (consolidated text of 2021, item 2117), the Law Firm shall keep in confidence the Client's affairs and information obtained directly from the Client or in any other way (hereinafter referred to as "**Confidential Information**").
2. The obligation of secrecy referred to in paragraph 1 shall not apply to Confidential Information where:
 - a. the Law Firm uses such information in order to duly perform the Agreement, taking into account the Client's interest, or
 - b. its disclosure by the Law Firm will be necessary owing to binding provisions of law, or
 - c. the Client has consented to the disclosure of certain Confidential Information, or
 - d. the information constitutes or will constitute generally known information, or
 - e. the information is or will be known to the Law Firm without breaching any obligation of confidentiality imposed on the Law Firm, or
 - f. the information will be received from a person who, to the best of the Law Firm's knowledge, is not under an obligation of confidentiality with respect to such information.
3. The Firm may transmit Confidential Information:
 - a. to other entities engaged by the Law Firm to perform tasks connected with the performance of the Agreement;
 - b. to persons working for the Law Firm in any form (employment contract, civil law agreement or other) as well as to persons who assist the Law Firm in the performance of its obligations arising from the Agreement, to whom provision of information is necessary in connection with their participation in performing the tasks arising from the Agreement;
 - c. to the Law Firm's professional advisors for the purpose of obtaining advice, including firms insuring the Law Firm against professional liability, as long as they are bound by a statutory or contractual obligation of confidentiality, at least to the extent provided for in this Agreement; and
 - d. to the Client's other advisors, the Client's potential counterparties, and funding institutions, if such disclosure is necessary to evaluate the feasibility of the transaction and to negotiate its closing.
4. The Law Firm may name the Client's company and generally refer to the fact of rendering services to the Client in its reference materials, using the Client's logo. This may not, however, violate the Law Firm's confidentiality obligations set out in the Agreement. Upon completion of work on a given assignment under the Agreement, with the exception of projects whose main aspect is the legal and tax aspect and projects concerning intergenerational transfer, the Law Firm may publish in the press, on the Internet or in other media, at its own expense, information about the services provided by the Law Firm.
5. The Client agrees to receive from the Law Firm commercial information, including marketing materials and a newsletter by means of electronic communication, with respect to any email addresses of the Client made available or known to the Law Firm.

§ 5

REMUNERATION

1. For the services rendered by the Law Firm, the Client undertakes to pay the Law Firm a remuneration (hereinafter referred to as the "**Remuneration**"). The amount of the Remuneration or rules of its calculation shall be determined by the Agreement. The Remuneration determined by the Law Firm as an estimate shall not bind the Law Firm.
2. The Law Firm shall be entitled to remuneration paid on an hourly basis, the amount of which shall depend on the qualifications and position of the person performing a given activity on behalf of the Law Firm, in the amount agreed with the Client.
3. The Law Firm's remuneration shall be calculated monthly on the basis of the aforementioned hourly rates and the number of hours worked while performing the Services in the preceding calendar month. The Law Firm shall ensure

the sending of a detailed statement of the hours recorded when rendering the Services by means of the program JurExpert.

All activities are recorded with the details of the person performing the activity, the date, to the nearest 1/6th of an hour, and a summary of such activities shall be attached to the invoice.

4. The Parties exclude the provisions of paragraph 3 above if the Parties have agreed to perform the Services on a lump-sum remuneration.
5. For the travel time of the Law Firm's lawyers engaged in rendering the Services outside Cracow or Warsaw - depending on the permanent place of work of a given team member, the Law Firm is entitled to a remuneration based on half of the hourly rate appropriate for a given team member, specified in paragraph 2 above and the number of hours spent traveling.
6. All amounts indicated in this paragraph shall be increased by VAT or any other equivalent tax in the amount foreseen by law, if the necessity of charging this tax results from generally applicable law.
7. The remuneration referred to above does not include the costs incurred by external entities, including translations, foreign consultants' fees, costs of establishing and maintaining foreign companies.
8. The Law Firm reserves the right to demand an appropriate modification of the Remuneration in the event of interruptions and delays, if the Client delays in taking decisions with regard to the execution of the instructions, which are not attributable to the Law Firm.
9. The Remuneration is subject to an annual incremental adjustment as of January 1 of a given year based on the annual average consumer price index for the preceding year published by the President of the Central Statistical Office (GUS) (CPI), and after the Republic of Poland's accession to the "euro" zone in the period provided for the payment of such installments by the annual harmonized index of consumer prices in the EU - HICP (Harmonized Index of Consumer Prices, All Items - Index (1996=100), EU 15 countries, percentage change - 12 months average) or another index introduced in its place, published by the EUROSTAT Statistical Office, with the first indexation based on HICP taking place in the year following the year of accession of the Republic of Poland to the "Euro" area. The adjustment shall be made starting from January 1 of the year following the date of conclusion of the Agreement. The adjustment according to the above principles shall not constitute an amendment to the Agreement. If the index has a negative value, the Remuneration will not be indexed.

§ 6

METHOD OF SETTLEMENT

1. The Remuneration referred to in the Agreement shall be payable on the basis of invoices issued each time by the Law Firm within 14 (fourteen) days of the end of a calendar month.
2. The invoices referred to in point 1 above shall be issued each time by the Law Firm in Polish zlotys (PLN); if the Remuneration has been established in a foreign currency, the invoice shall be issued in Polish zlotys (PLN) according to the selling rate of a given foreign currency on the working day preceding issuance of the invoice by the Law Firm, published by the National Bank of Poland, and in the absence of such an exchange rate on the basis of the latest available euro selling rate published by the National Bank of Poland.
3. The settlement of the work performed by the Law Firm on behalf of the Client shall be made on a monthly basis or, in the case of work lasting less than a month, upon the completion of a specified scope of work for the Client. The invoice is payable within 7 (seven) days of its issuance. The payment shall be made by the bank transfer to the Law Firm's bank account indicated on the invoice.
4. The Client accepts that the Law Firm issues and sends invoices in an electronic form in accordance with Article 106n (1) of the Law of March 19, 2021 on Value Added Tax (Journal of Laws of 2021, item 685). The Client's acceptance does not exclude the Law Firm's right to issue and send invoices in a paper form.

§ 7

ADDITIONAL COSTS

1. Regardless of the payment of the Remuneration, the Client shall reimburse the Law Firm for all the costs connected with the performance of the instruction, all court fees, stamp duties, notarial fees and all other necessary and reasonable expenses incurred by the Law Firm in the Client's interest in connection with the performance of such instruction. The Client shall also be obliged to cover the costs of business trips of the Law Firm's lawyers and assistants in accordance with the principles in force for settling the costs of the employees' business trips, whereas

in the absence of a different arrangement, the choice of the means of transport or accommodation shall rest with the lawyer making the trip.

2. The Law Firm shall not be obliged to cover the costs of execution of the instructions from its own resources and may demand from the Client amounts necessary to cover the necessary expenses and fees (court fees, stamp duty, customs fees, tax and other), costs of external entities including translations, financial counselling, business counselling, preparation of opinions by certified auditors, fees of foreign advisors, costs of establishing and maintaining foreign companies. The Law Firm shall not be held liable for the consequences of the Client's failure to transfer funds to make the necessary payments.
3. The Client consents to the selection by the Law Firm of external entities, including entities preparing translations of documents, financial advisors, business advisors, auditors.
4. Fees and costs incurred by the Firm will be presented in the text of a debit note to the invoice.
5. Irrespective of the above, the Law Firm shall charge a flat-rate fee amounting to 3% of the amount of the Remuneration indicated on the invoices for the costs of secretarial services, costs of copying, printing, telephone calls.

§ 8

FOREIGN ADVISORS

1. The Law Firm may entrust the performance of an instruction to a foreign adviser, in particular to a foreign law firm, a foreign entity providing tax, financial or business advice, technical advice, accounting or auditing services as well as a foreign administrator of companies ("**Foreign Adviser**"). Provisions of § 7 apply accordingly to the Foreign Advisor.
2. If the cooperation with an entity being a Foreign Advisor is commenced, the Law Firm shall charge a lump-sum coordination fee amounting to 5% of the gross remuneration indicated in the invoices issued by the Foreign Advisor (regardless of whether the invoices are issued directly to the Law Firm or the Client or any other entity connected with the Client in any way, including the one controlled by the Client).

§ 9

POWERS OF ATTORNEY

1. The Client undertakes to grant a power of attorney to the lawyer indicated by the Law Firm in the event that it is necessary to do so in order to perform a given action in connection with the performance of the Agreement.
2. The lawyer appointed by the Law Firm shall at all times be entitled to grant third parties further powers of attorney at his/her own discretion (substitution).
3. The Law Firm is responsible for the consequences of the actions of third parties authorized by it (a lawyer appointed by the Law Firm) as for its own actions.

§ 10

INTELLECTUAL PROPERTY RIGHTS

1. The Law Firm retains the copyrights and all other intellectual property rights to any Advice, including opinions prepared for the Client, advice provided to the Client and other documents prepared by the Law Firm in the performance of the Agreement, and constituting works within the meaning of the Copyright and Related Rights Act, and also the ownership of the working drafts prepared by the Law Firm, which are the basis for the above-mentioned documents prepared for the Client.
2. The Client shall acquire ownership of the original copies of the documents referred to in point 1 above as of the moment of full payment of the Remuneration due to the Law Firm for the Services as a result of which a given document has been made. Within the scope of the Remuneration specified in the Agreement, the Client may use

those documents exclusively for its own purposes and to authorise the use of those works exclusively in the following fields of the exploitation:

- a. digitizing, introducing into a computer memory;
 - b. in the scope of recording and multiplication - production of further copies of the whole or selected parts of works using any technique, including printing, reprography, magnetic recording, electronic carrier and digital technique;
 - c. making arrangements of works and their translations into foreign languages;
 - d. using selected fragments of works, in particular in printed and electronic form, as well as introducing changes to such selected fragments and using selected fragments, as well as changed fragments of works, for their own purposes, in particular for the purposes of contacts with governmental or local administration bodies, and legal persons in acquisition processes, transformations, mergers or acquisitions in the client's capital group, as well as in publications related to the presentation of the client's capital group development strategy.
3. The Law Firm may use the knowledge, experience and general-purpose skills acquired during the performance of the Agreement for the purposes of its business.

§ 11

DURATION OF THE AGREEMENT

1. The Agreement is concluded for an indefinite period of time.
2. Each Party has the right to terminate the Agreement subject to a one-month notice period effective at the end of a calendar month, with the notice period starting on the date of submission of the written notice of termination to the other Party.
3. For important reasons, in particular, in connection with a delay in the payment of the Remuneration exceeding 30 days, the Law Firm may:
 - a. refuse or discontinue to provide the Services in relation to a particular case, instruction or project, or
 - b. terminate the Agreement without notice.
4. The Law Firm shall be obliged to notify the Client of the activities referred to in point 3 above. The Client may not claim damages or make any other claims against the Law Firm.
5. For important reasons referred to in § 11 point 3 above, one should understand, in particular, the condition or the threat of the condition:
 - a. conformity or contradiction with generally applicable provisions of Polish law or the ethical principles of legal advisers, advocates or tax advisers, or
 - b. conflict of interest, or
 - c. breach of professional secrecy or obligation to protect the Confidential Information, or
 - d. a breach of the loyalty towards the Client or other Clients of the Law Firm.
6. Irrespective of cessation of rendering the Services or termination of the Agreement, the Parties shall be bound by the provisions of the Agreement until the date of its termination. Irrespective of the cessation of rendering the Services or termination of the Agreement, the Client shall be obliged to pay the Remuneration for the Services rendered by the Law Firm and to reimburse the costs incurred by the Law Firm until the date of termination of the Agreement or cessation of rendering the Services.

§ 12

CONFLICT OF INTEREST

1. The Law Firm undertakes that during the term of the Agreement, in any proceedings before courts, bodies of state and local administration, before other offices and in the course of any commercial negotiations or activities in matters of other clients of the Law Firm, it will not act contrary to the Client's interests.
2. Owing to a significant number of clients the Law Firm counsels, including the clients conducting activity in international trade, there exists a possibility that without the intent and knowledge of the Law Firm the Client's interest will turn out to be contrary to the interests of another of the Law Firm's clients. This shall not be deemed as the Law Firm's breach of terms of the Agreement and the Parties will immediately take a decision as to further steps in this situation.



§ 13

FINAL PROVISIONS

1. Any changes and additions to the Agreement will be made in writing under pain of invalidity.
2. Any disputes that may arise in connection with the Agreement or these GTCs, the Parties shall submit for adjudication to a common court in Krakow competent for the Old Town District I .
3. If any of the provisions of the Agreement, including GTCs, are declared legally invalid or unenforceable or impossible to perform, this circumstance will not affect, respectively, the validity, enforceability or possibility of performance of the remaining provisions, unless the circumstances clearly indicate that without the provisions directly affected, the Agreement would not have been concluded.
4. Any issues not governed by the Agreement or these GTCs shall be governed exclusively by Polish law.
5. In the event of any conflict between the content of the Agreement and the GTCs, the provisions of the Agreement shall prevail.