

GENERAL TERMS OF SERVICE

**Wybranowski Nowicki Biuro Prawne
S.Nowicki, A.Luczak, K.Bielarczyk
spółka jawna**

Purpose

The purpose of this document is to provide to our present and/or prospective clients the general terms on which we, Wybranowski Nowicki Biuro Prawne S.Nowicki, A.Luczak, K.Bielarczyk spółka jawna (acting also under English version of the name of the firm: Wybranowski Nowicki Law Office, S.Nowicki, A.Luczak, K.Bielarczyk - registered partnership), with its seat in Szczecin, Poland (hereinafter referred to as the "WNLO"), will supply legal services so that there is clarity, in particular, as to:

- those who will be responsible for each matter on which you instruct WNLO;
- the basis of WNLO's charges and billing arrangements;
- the WNLO's liability rules;
- the steps you may take if you are not happy with any aspect of our service.

1 Provision of our services

- 1.1 WNLO will provide services on the terms set out in this document, i.e. the GENERAL TERMS OF SERVICE of WNLO (hereinafter referred to as the "WNLO's GTS") and/or in a separate letter of engagement provided by us in writing and/or electronically (if any) and/or as we may otherwise agree with you in a written contract for legal services.
- 1.2 The WNLO's GTS shall apply to all matters on which you instruct WNLO, whether or not there is a separate engagement letter and/or written contract for legal services unless otherwise regulated in such letter or contract.
- 1.3 If there is any conflict between any our engagement letter and the WNLO's GTS, the engagement letter will prevail. The terms set out in the engagement letter shall be deemed as accepted by you unless you do oppose to them in writing within three (3) days after delivery of the letter. Should there be any written contract for legal services, the provisions of the same should be prevailing all other terms.
- 1.4 In any event the services shall be carried out by WNLO in accordance with the provisions of the provisions of the Code of Ethics of the Legal Advisor currently in force.
- 1.5 WNLO may make commencing and/or continuing providing services to you conditional on possibility of verifying your identity, registry data and/or identity of your shareholders, management board members, supervisory board members, or other information that WNLO will deem as crucial, in particular in the events referred to in cl.6.5 below.

2 Your legal team

- 2.1 **The team:** At least one of the WNLO's partners will always have responsibility for the supervision of each matter entrusted with us by yourselves and all stipulations in respect to such matters shall always be made with that partner and/or a legal adviser of the WNLO's personnel

authorized by him (hereinafter referred to as the "Lead Lawyer"), apart from the technical things that do not affect the merits of the case that may be arranged with other member of WNLO's staff. Please be advised that primarily you should contact with the Lead Lawyer unless otherwise instructed by the same or otherwise indicated by the engagement letter or by the written contract for legal services. We shall also tell you the names of any other lawyers who will be principally involved in the day-to-day conduct of each matter. We may engage other lawyers of appropriate skill and experience to assist (who are not our employees), in particular they may be involved as our associates, consultants and/or subcontractors.

- 2.2 **Changes:** WNLO will try to ensure every matter is handled principally by the same team throughout. Sometimes this is not possible and if this is the case we shall tell you and explain the reasons.
- 2.3 **Keeping You informed:** The Lead Lawyer will agree with you the timing and content of information to be delivered to you, if necessary.

3 Fees and costs

- 3.1 **Basis of fees:** WNLO's fees will be calculated on the basis specified in any engagement letter or the written contract for legal services or as otherwise agreed with you. Normally fees will be on a 'time basis', unless an alternative basis is agreed with you.
- 3.2 **Time basis:** Unless otherwise agreed, WNLO's fees will be calculated based on the time spent dealing with the matter calculated at the appropriate hourly rates of each of those involved, or WNLO's average hourly rate, with time recorded usually in units of six minutes. Time spent will include travelling time, however WNLO, if so requested, may decide to grant a discount for the travelling time or resign from including the same into the time spent on the matter. The standard hourly rates currently applicable we provide at client's request. The hourly rates are generally reviewed each year with effect from 1st January and may also alter to take account of increased seniority and experience of team members.
- 3.3 **Fixed fees:** If a fixed fee is agreed with you, we shall state the scope of our work and other relevant terms on which the fixed fee is based. If these terms are not met, WNLO will be entitled to adjust the fee to reflect the change of circumstance.
- 3.4 **Estimates:** Any estimate or forecast of fees or the time likely to be involved in any matter will be given in good faith for planning or other purposes only; it will not be contractually binding for WNLO.
- 3.5 **Expenses:** WNLO's charges are exclusive of the expenses of counsel, third party lawyers, other professional advisers and all other incidental expenses and disbursements (such as charges for travel, telephone calls, facsimile messages, printing and photocopying). You will be liable for these amounts which will either be included in WNLO's bill or payable by you directly to the third party, as referred to in cl. 3.14.
- 3.6 **Payments on account:** WNLO may require you to pay money on account of fees and expenses (either in advance or

periodically as they are incurred or become due for payment). WNLO may (but is not obliged to) use money paid on account to pay our fees and expenses, on delivery of an invoice or a debit note to you. If WNLO uses all or part of the money paid on account in payment of fees or expenses and the matter is ongoing, normally you will be asked to make a further payment on account. Any balance of monies paid on account will be credited to you on delivery of the final bill.

- 3.7 **Client money:** Any money prepaid by you, excluding those paid as WNLO's fees and/or costs, will be held on deposit in an account separate from WNLO's funds. Any interest earned (less tax if appropriate) shall be credited to you, however as a rule the WNLO keeps such funds on the current account and with no interest.
- 3.8 **VAT:** Value Added Tax (if applicable) will be added to WNLO's fees and expenses.
- 3.9 **Cash:** In principle, we do not accept payments in cash and all payments directed to us should be made into a WNLO's bank account held with the bank indicated by us .
- 3.10 **Billing:** WNLO normally submits monthly interim bills in the currency agreed at the time of engagement based on the time spent since the matter began or the end of the period indicated in last bill. Time and expenses omitted from a bill may be included in a future bill unless we specifically state on a bill that it is a 'final' bill (i.e. final for the period of the bill). We shall send you a final bill on completion of a matter, if any of the payments remain still unsettled.
- 3.11 **Payments:** WNLO only bills for work after it has been done and when expenses have been incurred on your behalf with the exception of advances required to be billed by law or by the contract with you. Therefore WNLO bills (whether interim or final) are payable on receipt by you unless the bill indicates otherwise. If a bill is not paid within 21 days of delivery to you:
- WNLO may suspend providing new services, however will continue to conduct the cases already started in indispensable extent;
 - WNLO may also charge you interest on any amount not paid within the said term at a rate of 12% per annum;
 - WNLO may terminate its engagement with immediate effect, however for further 2 weeks after such termination shall take the reasonable steps necessary to ascertain that your position would not be worse than if WNLO have run the case further.
- 3.12 **Liability for costs:** You are responsible for the payment of WNLO's fees and expenses and any applicable VAT. This applies even if a third party, including also your insurer, has agreed with you to pay WNLO's bill. You will be the addressee on WNLO's bills for conducting your matters. If you instruct WNLO together with one or more other person in connection with a matter, you and the other person together will be liable for WNLO's fees and expenses on a joint and several basis. This means that WNLO will always

be entitled to seek payment in full for the total amount of fees and expenses from you alone.

- 3.13 **Foreign advice:** WNLO will, if you so request, liaise on your behalf with lawyers or other professional advisers providing advice on the laws (or in other fields of expertise) of jurisdictions other than Poland. In Polish jurisdiction such arrangements shall be made by you alone also then when WNLO had indicated and/or recommended to you such advisor or professional.
- 3.14 **Payment of third parties' fees:** You will be responsible directly to any foreign law firms, experts, accountants or other advisers for the payment of any such party's fees and disbursements if a contract for such services was entered into on your behalf by WNLO. WNLO will, if you so request, make such payments on your behalf after you have paid to us the relevant amount. If WNLO obtains third party advice for you, we are not liable for its content, neither we shall be obliged to verify such content.

4 Termination

- 4.1 **By You:** You may terminate your instructions at any time by writing to us.
- 4.2 **By WNLO:** We shall only stop working for you where we consider we have good reason including in particular:
- if you do not pay a bill within a reasonable time (as referred to in cl. 3.11); or
 - if being obliged to do so you do not meet a request for an advance payment on account of the fees or expenses; or
 - if you do not provide us with the necessary instructions and/or information and/or data; or
 - we cannot carry out your instructions without infringing, or we are required to stop working for you by law or the rules of the Code of Ethics of the Legal Advisor or by regulatory body with whose rules we customarily comply (e.g. such as if there is a conflict of interest or you do not provide us with documents we require to verify your identity etc.).

Where possible, we shall give you reasonable notice that we are to stop representing you. In any event for further 2 weeks after termination we shall take reasonable steps necessary to ascertain that your position will not be worsened.

- 4.3 **Effect of termination:** On termination, you must still pay WNLO's fees and expenses up to the date when we stop working for you. Until we have been fully paid, we shall be entitled to use your money held by us to cover our claims. The case files shall be returned to you, if so requested by you. We may request you to confirm the receipt of the same. Furthermore, notwithstanding the return of the original case files to you, we shall be always entitled to make and keep the copies of the file as well as charge you with the cost of making such copies.

4.4 **Length of engagement:** We will continue to consider you to be a client for excluding conflicts purposes or for providing you with information and/or performing further services to you for so long as we are working together in the frames of the contract concluded with you. After you cease to be a client, we may continue from time to time to inform you about developments in the law which may be of interest and invite you to seminars or other events.

5 Representing other clients

5.1 **Conflict of interest:** If a conflict of interest should arise for any reason on a matter where we are working for you, we shall discuss the matter with you as soon as possible and try to reach a solution. In exceptional circumstances, it may be necessary for us to cease acting for you on that matter or generally. On the grounds of the above reasons we may also refuse to conduct the case for you.

5.2 **Client's definition:** For the avoidance of doubt, only the entity named in any engagement letter or in the agreement for legal services or otherwise identified is our client for that matter and any affiliate of the named client (which includes, by way of example, parent, sister and subsidiary companies, shareholders, directors or constituent partners, members, or other equity stakeholders) is excluded from the engagement, unless named in the engagement letter or otherwise agreed to be a client.

5.3 **Consent to represent the others:** It is important to all of our clients that we do not become unduly precluded from representing them, particularly in matters where we have a relationship with the client and the client wishes us to be able to act for it on an ongoing basis. While entrusting as a case, you agree that we may represent other persons or entities whose interests are, or may become, adverse to you and/or your affiliates, PROVIDED ALWAYS THAT notwithstanding your above consent, we shall always be obliged to apply the provisions of the Code of Ethics of the Legal Advisor referring to the conflict of interest that applicability of, by means of those provisions, such consent may not exclude.

6 Confidentiality, ownership, data protection, storage of information, identification and publications

6.1 **Confidentiality:** We are bound by strict professional obligations of confidentiality. We shall keep confidential information provided by you unless:

- you permit us to disclose it in the extent permissible by law (for example, to state that we have worked for you in our promotional materials); or
- the information is or comes into the public domain; or
- we are required to disclose it by law or by the Code of Ethics of the Legal Advisor or regulatory body with which we customarily comply.

In the course of working for you we may disclose your information to other professional firms or people we

instruct to provide assistance with your case, such as e.g. attorneys at law, counsels, accountants or foreign law firms.

6.2 Electronic storage, email and storage on completion:

- We may store and use information obtained and documents created or amended by us or other parties (also by other lawyers) in the course of working for you, not only on paper but electronically on our central servers for know-how, marketing and other purposes connected with our business. We have in place security measures designed to ensure that in doing so we are able to comply with our duty of confidentiality recorded in paragraph 6.1. We will take precautions to ensure that our electronic communications are virus free although we cannot guarantee this. We may not allow certain documents into our system for security reasons. We reserve the right to monitor and reject electronic communications whether due to the content of the same, the size or potential virus in it.
- You can ask us to send to you the files and other documents relating to a matter. If you do, we may keep copies for our purposes but will respect your rights of confidentiality as referred to above. If you do not ask us to send to you such documents, we shall store these either electronically or in paper format for not less than five years after the date of our final bill for a matter. After this period, and without further notice to you, we shall be entitled to destroy all documents (other than title deeds and other documents you have requested us to keep). If you would like us to keep title deeds and other important documents for you following completion of a matter, we shall do so but reserve the right to charge a reasonable amount to cover our storage and administrative expenses.

6.3 **Ownership rights:** The copyright in all materials created by WNLO or on our behalf will vest in and be retained by WNLO and/or their authors.

6.4 **Data protection:** We may keep records of personal data (such as contact details) which you or individuals working for you provide to us. We will use this data in the course of the provision of our services to you, know how development and management, administration and marketing, including advising you or individuals working for you about our services, publications, seminars and other events. We may also need to provide this data to third persons if necessary for the proper handling of your matters, unless you inform us otherwise, we shall assume your consent to this if such assumption is not against the law.

6.5 **Identification checks:** We have a legal obligation to check the identity of clients and, in some cases, those from whom we receive funds. In some circumstances, we may charge for the costs of doing these checks. We may try, where we can, to obtain identification evidence from third party sources such as from online credit reference agencies or debtors registries and, unless you inform us otherwise, we

shall assume your consent to our carrying out such checks and to our keeping records of such checks. We may need to ask you (and directors or shareholders, where relevant) to provide us with evidence of identity and/or the companies' registry documents and their internal corporate acts. We may need to ask you to provide up-to-date evidence of identity and/or updated companies' documentation to ensure our ongoing compliance. The evidence of identity and/or companies' documentation we hold will be made available to third parties whom we instruct on your behalf, if they require it to comply with anti-money laundering or similar legislation to which they are subject. We also may need you to identify the source of any funds or parties to whom you wish us to make payments and to provide satisfactory reasons for such payments. If you fail to provide such information promptly, we will not be in a position to act for you or to continue acting, as the case may require. We may need to hold funds provided by you or on your behalf pending consent from the appropriate authorities.

- 6.6 **Publications:** We may wish to mention in our marketing materials that we have acted for you and include information about the work undertaken for you if that information is already in the public domain. We may include the description of nature of the work we have undertaken for you in proposals or presentations to existing or prospective clients or other parties but will do so on a confidential basis. Please let us know if you do not wish us to mention you in the ways set out in this paragraph.

7 Limitation of liability

- 7.1 **Liability** WNLO is a registered partnership ("spółka jawna"). Any reference in the WNLO's GTS or any other WNLO document or any oral reference to a person who is a partner or a member is a reference to a member of WNLO. All correspondence and other communications sent to you in the performance of our services, whether signed by a partner, consultant, subcontractor, employee and/or associate, shall for all purposes be assumed to have been sent on behalf of WNLO PROVIDED ALWAYS THAT the engagement letter and/or contract for legal services shall be binding for WNLO only then if signed by partners of WNLO as per our representation rules and/or by an attorney-in-fact duly appointed by them. Any liability arising out of or related to these terms of service, or otherwise arising out of or related to the services provided by WNLO to you, shall be a liability of WNLO and not of a partner, employee, associate, subcontractor or consultant of WNLO as long as allowed under the law. Accordingly, you agree that in such cases you will not bring any claim against a partner, employee, associate, subcontractor or consultant personally (whose liability shall be totally excluded if that is not contrary to law) and only against WNLO.
- 7.2 **Limitation of liability** Without prejudice to provisions of cl. 7.1, the aggregate liability of WNLO, its partners, employees, associates, subcontractors and consultants or any of them of any title: whether in contract, or on tort (including also negligence), breach of statutory duty or

otherwise, in respect of any losses, damages, liabilities, claims, demands, interest and costs arising out of or in connection with the matter entrusted to WNLO will not exceed the figure of 1.000.000 PLN (one million Polish zloty). WNLO, its partners, employees, associates, subcontractors and consultants shall not be liable to you for any other than direct damages (damnum emergens) and with the exclusion of any penalties ascribed to you, and to any third parties - for any damages, losses, lost profits, penalties and any other claims and/or demands, interests or costs, arising out of or in connection with the provision of legal services to you.

- 7.3 **Contribution to loss:** Without prejudice to clauses 7.1 and 7.2, where WNLO shares responsibility with others (such as lawyers, accountants and/or other consultants) on a matter, WNLO's liability (and any liability of a partner, employee, associate, subcontractor or consultant of WNLO) for any losses or claims in relation to the matter shall be limited to that proportion of any losses which it would be just and equitable to pay having regard to the actual extent of WNLO's responsibility for the loss. Our share of liability will not be increased because a claim cannot be made against others who are also responsible for any loss because such parties are insolvent or have contractually or otherwise excluded or restricted their liability. Furthermore such share in liability shall always be calculated in regard to the actual amount of the direct damages (damnum emergens) only and always with the assumption that total loss or claim would never exceed the amount of 1.000.000 PLN (one million Polish zloty).
- 7.4 **Third parties:** Nothing in the WNLO's GTS (or any related engagement letter or agreement for legal services) shall confer or purport to confer any benefit or the right to enforce any term on a third party other than WNLO.
- 7.5 **Exceptional circumstances:** We shall not be liable for any failure to fulfill its obligations caused by circumstances outside our reasonable control.

8 Quality of service

- 8.1 **Clients' concerns:** We value your instructions and aim to meet or exceed your expectations of service and quality of work. If you have any concerns about any aspect of our service (including the level of our fees), please raise the issue immediately with any of the WNLO's partners.
- 8.2 **Bar rules:** Please do also be advised that all the partners of WNLO and the professional apprentices are members of the Legal Advisors Bar and their actions can be subject of the assessment made in accordance with the disciplinary proceedings rules as set out by the bar. Each of the partners and/or apprentices notwithstanding any provisions of these terms is obliged to exercise his profession in accordance with the Code of Ethics of the Legal Advisor currently in force. Please let us know if you would like us to explain your rights at any time.

9 Governing law and disputes

- 9.1 **Applicable Law** Your relationship with us will be governed by

and interpreted in accordance with the laws of Poland.

- 9.2 **Disputes** Any dispute arising out of our legal services will be submitted in the first instance to voluntary mediation as described by Polish civil procedure code and if mediation is not successful, then to a proper court in Szczecin, Poland.
- 9.3 **Jurisdiction** Subject to paragraph 9.2, all disputes arising out of or relating to our relationship with you shall be subject to the exclusive jurisdiction of the proper court in Szczecin, Poland.

10 Acceptance, amendments, severability and language versions

- 10.1 **Acceptance of the terms:** These WNLO's GTS shall be deemed as accepted by you in full scope latest: (i) at the moment of expiry of the 3 days after you have received from us an information in writing or by e-mail confirming the receipt of your inquiry on our services which the WNLO's GTS were attached to, or in which we indicate to you the WNLO's GTS are applicable and forward a link to the WWW website where the WNLO's GTS are obtainable, unless in the said term you oppose in writing to these terms; or (ii) at the moment of the receipt from us of the engagement letter or executing of the written contract for legal services, unless otherwise regulated by such documents. If you opposed in writing to the WNLO's GTS applicability as per the preceding sentence, we may refuse to enter into an agreement with you and/or accept your case.
- 10.2 **Amendments:** Exclusions and/or amendments to applicability of the WNLO's GTS in relation with you may be made only in writing and with your consent and that of one of our partners with the exception set out in the following sentence. The last, current version of the WNLO's GTS shall always regulate our engagement and by accepting of these WNLO's GTS you agree to any future amendments of the same made unilaterally by WNLO provided always that such amendments shall not influence on the separately agreed conditions set out in the engagement letter and/or agreement for legal services. The most current version of the general business terms of WNLO is available through our WWW website ww.wybranowskinowicki.pl.
- 10.3 **Severability:** If any one of these terms (or any term of an engagement letter) is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other terms of this document or any engagement letter or contract for legal services.
- 10.4 **Language versions:** These terms of business are prepared in Polish and English version. Should there be any discrepancies or conflict between the two versions, the Polish one should always prevail.

WYBRANOWSKI NOWICKI LAW OFFICE

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