

Kancelaria Prawna
Jarzyński & Wspólnicy Sp.k.
(formerly: Kancelaria Prawna
dr Marek Jarzyński & Kornel Novak s.c.)
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Poznań, 1st October 2019

Terms & Conditions of Rendering of Services

The provisions below, hereinafter referred to as the **Terms and Conditions**, shall be applied in providing services by:

Kancelaria Prawna Jarzyński & Wspólnicy Sp.k.
Stary Rynek 81, 61-772 Poznań
NIP: 7780107466, REGON: 004779701, KRS: 0000804863

represented by:

– hereinafter referred to as **Kancelaria Prawna**

for the **Client**:

§ 1

1. Kancelaria Prawna shall provide legal services to the Client pursuant to the Client's request, hereinafter referred to as **commission**.
2. The legal services provided by Kancelaria Prawna include in particular:
 - a. advice, consultations and information on performed services provided directly or by any means of distance communication;
 - b. participation in meetings, deliberations, negotiations, etc.;
 - c. legal and law-suit representation in proceedings before the mediator, courts of law and other courts of all instances, including administrative courts, the Constitutional Tribunal, arbitration courts, foreign courts and tribunals, executive authorities, state or local administrative authorities;
 - d. representation of the Client before natural persons, legal persons or organization units having no legal personality;
 - e. phone talks, consultations and deliberations with the Client as well as with other persons;

KANCELARIA PRAWNA

CLIENT

- f. legal opinions provided and formulated in any form;
 - g. elaboration, drafting, preparation, proofreading, recording in any form and copying of, in particular: letters, agreements, legal acts, appendices etc.;
 - h. correspondence with the Client or with other persons and sent or received by any available mode of transmission; as well as engagements connected with the serving, receipt, transmit, fixing or copying of correspondence in any form;
 - i. research, analysis, fixing or copying of proceeding files and documents in any form;
 - j. preparation of Powers of Attorney;
 - k. preparation for engagements connected with the commission fulfilment.
3. Unless otherwise agreed by the Parties, the commission covers all the activities necessary for its fulfilment and completion.

§ 2

1. The Kancelaria Prawna fee for the services remuneration amounts net PLN _____,00 (say: _____ 00/100 Polish zlotys) for each one (1) hour of rendered services increased by value added tax (VAT) if applied.
2. The Kancelaria Prawna fee shall be charged on the basis of the effective time of services directly or indirectly related to the Client's request and performed for the Client.
3. The Kancelaria Prawna remuneration may be the subject of reassessment every six (6) months as of January 1 or July 1 of the calendar year during which the services are provided, accordingly to the increase of the index of consumption goods and services prices as published by the General Statistics Office of the Republic of Poland.
4. The amount of the fee stipulated in § 2 section 1 does not depend on the sums adjudicated by courts or other authorities for the Client and/or the sums paid for the Client by third parties, as well as is not dependent on the amount of any liabilities of the Client.
5. The remuneration fee agreed in § 2 section 1 covers office costs incurred by Kancelaria Prawna due to the Client's commission, whereas the Client is obliged to cover any costs or fees connected with performance of the services, in particular: postal charges, costs of travelling exceeding the distance of twenty five (25) km on the basis of the applicable settlement rate for the use of the car for business purposes or bills or tickets, costs of hotel's accommodation in connection with performance of services, stamp duty, tax on civil law transactions, court fees, etc.

6. The costs paid and incurred by Kancelaria Prawna shall be reimbursed immediately by the Client and, if not otherwise prescribed by Law, the gross quotas of costs and fees reimbursed by the Client shall be re-invoiced in amounts increased by the due amount of value added tax (VAT) applicable on the reimbursement of costs paid and incurred by Kancelaria Prawna.

§ 3

1. The Client is obliged to furnish Kancelaria Prawna with any Power of Attorney necessary for a proper performance and fulfilment of the commissioned services.
2. The Client is also obliged to deliver to Kancelaria Prawna the documents and information, which will be necessary for a proper fulfilment and completion of services.

§ 4

1. The Parties shall mutually agree that the settlement and payment for engagements of Kancelaria Prawna in the course of commissioned services will be submitted monthly or any other longer or shorter periods depending on the Kancelaria Prawna decision.
2. The records of rendered services and time provided on their performance will be the basis of the financial settlements.
3. One (1) hour of work quoted in § 2 section 1 above is the time settlement unit understood as the actual effort made by Kancelaria Prawna to render the services, however each started quarter (1/4) of one (1) settled hour of work [fifteen (15) minutes is counted in decimal as null point twenty five (0.25) piece of one (1) hour] is settled as a full quarter.
4. The Parties agree that Kancelaria Prawna shall issue VAT invoices for the Client without a signature of a person authorized for the invoices receipt and the delivery of the VAT invoice does not require the Client's approval.
5. Settlements and records of engagements presented by Kancelaria Prawna are the basis for issuing relevant documents for the payment of remuneration by the Client.
6. If it has not been stipulated otherwise herein, the adjusted remuneration for Kancelaria Prawna does not depend on the results of services rendered with due diligence by Kancelaria Prawna.

7. Upon the Kancelaria Prawna request, the Client shall pay an advance amount on the account of the fees for Kancelaria Prawna engagements.

§ 5

1. Unless otherwise agreed by the Parties, the payment of the Kancelaria Prawna remuneration and the reimbursement of costs incurred on behalf of the Client shall be effected by the Client by the means of a bank transfer onto the bank account indicated by Kancelaria Prawna or paid directly to the Kancelaria Prawna cash desk within five (5) working days from presenting the record of engagements and invoice or any relevant payment documents (if a VAT invoice is not required, a cash register receipt shall be attached) by Kancelaria Prawna to the Client.
2. Unless otherwise agreed by the Parties, the fees and the reimbursement of costs incurred by Kancelaria Prawna are due at the day of direct serving or sending to the Client of any of the following documents: records of rendered services, specification of incurred costs, VAT invoice or relevant payment documents or a cash register receipt.
3. The payments are also due from the Client for Kancelaria Prawna irrespectively of whether a VAT invoice and/or a cash register receipt or any other relevant payment document have been issued or not.

§ 6

1. Each Party is entitled to terminate this Agreement in a written form upon a six (6) months prior notice, with an effect for the end of a calendar month, while the provisions herein shall apply to all services rendered by Kancelaria Prawna on behalf of the Client before the dissolution of this Agreement, as well as to all services rendered by Kancelaria Prawna before the conclusion of this Agreement.
2. Kancelaria Prawna is entitled to terminate this Agreement without prior notice, in case of more than thirty (30) day-long delay by the Client in payments due and/or the reimbursement of the costs incurred by Kancelaria Prawna.
3. Irrespective of the reasons to terminate this agreement, Kancelaria Prawna is entitled to receive all of the fees for performed services as stipulated by the provisions herein.
4. Irrespective of the reasons to terminate this Agreement, Kancelaria Prawna shall provide all essential services for the Client during the period indicated by Law and after this Agreement has been dissolved, these services shall be paid by the Client in accordance with the principles stipulated herein on the basis of issued relevant payment documents.

§ 7

The Client shall agree that Kancelaria Prawna entrusts the performance of services to third persons who shall guarantee as high standard of services as provided by Kancelaria Prawna and for whose actions and omissions Kancelaria Prawna takes full responsibility.

§ 8

1. All amendments hereto shall require a written form otherwise they will be null and void.
2. An effective serving of correspondence between the Parties shall be on the addresses indicated in the preface hereto or on the addresses indicated by the Party in a separate registered letter or the addresses entered into any official registers.

§ 9

1. To all matters not settled herein the provisions of the Polish Civil Code shall apply.
2. In the event of doubts about the binding effect of the provisions herein, the services provided by the Kancelaria Prawna for the Client shall be subject to the provisions included in the draft of the Agreement sent to the Client or the provisions regarding the rendering of services published on the internet at: www.jarzpartner.pl.

§ 10

This Agreement is executed in two (2) authentic copies as counterparts, one (1) for each Party.

KANCELARIA PRAWNA

CLIENT
