



Standart contract terms

§1 Introduction

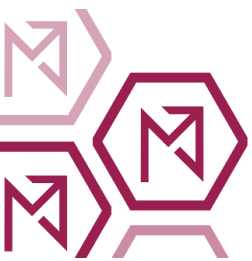
The present Standard Contract Terms and an Engagement Letter to which they are attached, cover all services performed by the Law Firm Jaworski i Partnerzy Kancelaria Radców Prawnych (further called the: Law Firm) to the Principal (further also called: the Client). The present Standard Contract Terms are an integral part of the Engagement Letter to which they are attached and jointly constitute a Contract concluded between the Client and the Law Firm.

§2 The scope of services

1. The Law Firm provides legal advice services regarding Polish and international legal matters. Additional terms and conditions may be set out in a separate Engagement Letter relating to specific projects. The services are performed on the basis of specific needs, with the use of information and documents provided by the Client, with due professional care, taking into account the best interests of the Client.

2. The services will be performed in accordance with the current interpretation of applicable laws and the professional practices. In the case of discrepancies in the interpretation of law, the Clients will be informed of them. The performed services will be subject to internal control by the Law Firm, in which partners will be involved and the purpose of which will be to ensure compliance with the accepted internal standards.

3. The legal advice services provided to the Clients are written. The information provided during meetings is only a working version and does not constitute legal advice. Moreover, any and all opinions, conclusions or notes, both oral and written, marked as





“draft” will not be considered final and binding. Final opinions and conclusions binding upon the Law Firm will be included only in the final opinions signed by the authorized persons, in compliance with Polish laws and internal procedures of the Law Firm, i.e. partners, attorneys, legal counsels. Therefore, the Law Firm is not liable for the accuracy of opinions expressed in a form other than that specified above. Upon Client’s request, the Law Firm will confirm in writing or by e-mail the contents of the advice provided.

4. The Law Firm undertakes to conduct particular stages of the Case within the time-limits agreed upon between the Parties or set by a court.

§3

Provision of information

Clients of the Law Firm undertake to provide all the necessary information and materials, as well as any changes in the previously provided information and materials which will be required in order to comply with the provisions of the Engagement Letter, as well as to grant any respective powers of attorney to the lawyers of the Law Firm. The Client is obliged to immediately inform the Law Firm if it finds that the provided information or documents are untrue or incomplete. The Law Firm is not liable for losses or damages resulting from the failure to comply with the above obligation. The above applies also to the members of staff of the Client who are available to provide information and clarifications required for justified reasons, in order to allow provision of the services by the Law Firm.

§4

Confidentiality of information

The Law Firm undertakes to keep confidential any and all information obtained in the course of provision of the services to the Client. The Law Firm may be released from this obligation under an explicit instruction from the Client. The above does not apply to:

- informing other Clients of the Law Firm of the fact of provision of services to the Client and using his logo in order to document the experience of the Law Firm; the above applies also to the possibility to provide confidential information to other entities, for the purpose of management of relations with the client, management of cooperation



with the client, preparation of internal financial reports, provision of IT services and other commissioned services.

- disclosure of confidential information to entities cooperating with the Law Firm and insurers of the Law Firm, provided that the confidential information remains confidential, and to other entities, if this is required by law or industry regulations.

- as regards supervision, management and quality assessment requirements, the Law Firm may disclose the confidential information to third parties, such as professional advisors and insurers, as well as national and international supervisory authorities, courts or other third parties, if such a requirement was imposed by law, statute, rule or provision, professional standards, including foreign law, principles or implementing acts, as long as in the opinion of the Law Firm they apply to the Law Firm;

- to the extent that the working relations between the parties require disclosure by the Client of the information which is in the possession of the entities associated with the Client or disclosure of the information by the entities associated with the Client, the Client agrees to provide and disclose such information in accordance with the provisions above and declares that it is entitled to act as an attorney of the entities associated with it.

§5

Third parties and additional provisions

1. In the course of provision of the services the Law Firm is entitled, at its discretion, to use the services of third parties for the performance of the Engagement Letter.

2. If the Client uses the services of third parties whose work may affect the ability of the Law Firm to provide the services, the Law Firm is not liable for any delay, inability to perform, or quality of performance of the Engagement Letter caused by the actions of the third party.

3. The Law Firm provides advice only for the purposes of the Client or persons to whom it is addressed. Advice of the Law Firm cannot be transferred to or used by third parties, without a prior written consent of the Law Firm. The Client is liable for damages to the Law Firm in the event of violation of this principle.



4. Advice of the Law Firm applies only to facts in respect of which it was given. The Law Firm does not examine the additional circumstances of which it was not informed by the Client and relating to the facts. The Law Firm is not liable for any damage caused to the Client by the actions contrary to the above provision.

§6

Title to documents and intellectual property rights

1. All intellectual property rights to techniques, methodologies, ideas, concepts, information and know-how developed in the course of performance of the present Contract by the Law Firm, are the property of the Law Firm, including all intellectual property rights and all copyrights to the advice provided by the Law Firm.
2. Files and documents (including working papers) created in the course of provision of services belong to the Law Firm and will remain under its control. The Law Firm does not deliver the working papers and does not grant access to them.
3. Documents obtained by the Law Firm or developed in the course of activities as a representative of the Client, belong to the Client and may be returned at the request of the latter. The Law Firm reserves the right to keep the copies of all documents submitted to the Client.

§7

Limitation of liability

1. Liability for loss or damage caused directly by a breach by the Law Firm of contractual obligations or negligence on the part of the Law Firm, cannot exceed the amount of the remuneration for the services of the Law Firm, regardless of the actual damage, including any and all legal fees and other costs.
2. If the remuneration is flat rate remuneration, the liability of the Law Firm for damage will depend on the actual damage suffered. However, the liability of the Law Firm cannot exceed the amount of the flat rate remuneration agreed in advance for a service concerned, performed within a specified time period.
3. The liability of the Law Firm cannot exceed the actual damage which does not include any consequential losses, lost profits or other economic losses. In no event the Law Firm can be held liable for losses, costs or expenses arising in any way from negligence or



lack of diligence, fraud or omission, false presentation or wilful non-compliance with obligations, or the related acts on the part of the Client its management or other related parties.

4. In the case of a dispute or claim arising from the provision of services, any claims for compensation or other actions will be taken solely against the Law Firm.

5. Subject to the aggregate limit of liability specified above, the liability of the Law Firm for damage is limited to the portion of the actual loss of the Client which was caused directly and exclusively by the Law Firm or, in the case of loss caused by several persons, to the portion proportionate to the level of liability of the Law Firm, taking into account the liability of all those who have contributed to the occurrence of loss.

6. None of the Parties is liable to the other for delayed performance or non-performance of any obligation laid down in the present Standard Contract Terms or an Engagement Letter; except for non-payment, resulting from force majeure, i.e. an unavoidable accidental event or act of God.

§8 Termination

1. Subject to the provisions of paragraph 2, each of the parties may terminate the present Contract in writing, without a cause, upon one-months' notice, however in each case the Law Firm will retain the right to settlement of remuneration of the Law Firm and costs of conducting the Case approved by the Client.

2. Until the date on which an action is brought before a court, the Law Firm may not terminate the Contract. In a period after the action is brought, the Law Firm may terminate the Contract only for important cause. Following the final closing of the proceedings in the case concerned, the Law Firm may terminate the Contract in accordance with the conditions laid down in paragraph 1 above.

3. The Law Firm reserves the right to withdraw from each Engagement Letter without the notice period, if the Client fails to comply with applicable laws or is unable to provide complete and correct information, necessary to comply with the engagement letter.



§9

Costs

1. The Client is obliged to pay any and all agreed sums, including in particular costs of court fees and public charges, as well as previously agreed costs of travel outside the city in which the Law Firm has its registered office as well as to release from any obligations connected with the performance of each engagement letter after it has been terminated.
2. The Client is obliged to pay an administrative fee, added each time to an issued VAT invoice, amounting to 20.00 (twenty 00/100) zlotys.

§10

Final provisions

In the event of a manifest discrepancy between the Engagement Letter and the present Standard Contract Terms or other document which constitutes a part of the Contract, such provisions should take precedence over the Standard Contract Terms provided that they fully and comprehensively regulate the matter concerned.