

Legal services agreement

Introduction

Before we provide you with our services, we need to conclude this agreement. We tried to write it as plain as possible. However, if there is anything you have troubles understanding, please ask us about it before signing. We will be happy to explain everything to you.

What do we think is the most important for you?

What do we offer?

PROVISION OF LEGAL SERVICES

Quickly and accurately, based on your orders

CONFIDENTIALITY

We are bound by the duty of confidentiality by law. Starting from the moment you disclose confidential information to us.

INSURANCE

We are insured up to CZK 100 000 000.

What do we require of you?

FLAT RATE FEE

CZK **TBD** + VAT monthly, this includes **TBD Prepaid Hours** per calendar month

HOURLY RATE

If you run out of Prepaid hours, you will pay us CZK **TBD** + VAT for each extra hour

LET US KNOW HOW WE CAN HELP YOU

If you order legal services by phone call or email, we will respond within 24 hours.

Other important things

Agreement duration

1.1.2023 - 31.12.2023. If you do not cancel the renewal, the agreement will renew for 1 additional year, repeatedly.

Billing

We will issue an invoice after the end of each calendar month and send it to you together with a list of all completed work.

Please see the agreement below for details.

1. SUBJECT OF THE AGREEMENT

- 1.1. We will provide you with legal services according to your instructions. In return, you will pay us the agreed fees and expenses and provide us with the necessary assistance.

2. HOW THE LEGAL SERVICES WILL BE PROVIDED TO YOU

- 2.1. We will provide legal services based on your orders. Orders can be placed in person, by phone or by e-mail.
- 2.2. If we agree on a specific deadline for the provision of services and you do not provide us with assistance within 2 workdays from the date we request such assistance, the deadline will extend by the length of your delay.
- 2.3. We provide legal services, for example, through written opinions, research, and personal, telephone or online consultations. We can fulfil our obligations by, for example, sending an opinion or research to your e-mail address or completing an agreed consultation.

3. REMUNERATION

- 3.1. You will pay us a flat rate fee of **CZK TBD + VAT** (the "**Flat Rate Fee**") for each commenced calendar month of the agreement duration. The Flat Rate Fee includes **TBD hours** (the "**Prepaid Hours**") of legal services provision per each month.
- 3.2. If you do not use all Prepaid Hours in any calendar month, we will carry over the unused hours to the next calendar month. However, we will not carry over more than 60 hours into the next calendar month. Unused hours in excess of the limit in the preceding sentence will be forfeited without refund.
- 3.3. Once you use all of the Prepaid Hours are used, you will pay us **CZK TBD + VAT** (the "**Hourly Rate**") for each hour of legal services provided in excess of the Prepaid Hours in the given calendar month.
- 3.4. If you require us to provide legal services on weekends or public holidays, or to provide legal services promptly between the hours of 10:00 p.m. and 8:00 a.m., the hourly rate will increase by 50% in these cases.
- 3.5. At your request, we will inform you of the expected time taken before the work begins.
- 3.6. The fee includes all our casual internal administrative expenses related to the provision of legal services. **However, it does not include the cost of services of foreign partners and other external expenses, in particular any court fees, administrative fees, expenses for document or signature certification, translations by external translators, courier services and travel expenses in connection with the provision of services.** We will always and in advance consult with you any expenses in excess of our fees.
- 3.7. If we represent you in court or other proceedings, we are also entitled to compensation for the costs of the proceedings awarded to you in a final decision. The court may award you a compensation of costs higher than what you have already paid to us in connection with the legal proceedings. In such a case, we will refund to you the amount you have paid to us in connection with the legal proceedings and retain the compensation awarded by the court. However, if the court awards you the compensation of the costs lesser than what you have already paid to us in connection with the proceedings, we will refund you that lesser amount.
- 3.8. The Flat Rate Fee, the Hourly Rate and other expenses are payable based on an invoice issued by us within 15 days after the end of each calendar month for services provided and expenses incurred in the previous calendar month.

The invoice will include a breakdown of the services provided together with the time spent providing them and a specification of the expenses invoiced.

- 3.9. If we agree to provide you with more complex services, we may charge you an **advance fee** of up to 30% of the estimated fee for the relevant legal service. You will pay the advance fee based on a separate invoice issued prior to the provision of the services for which we charge an advance.
- 3.10. In view of the constant increase in prices, we have agreed that the **Flat Rate Fee and the Hourly Rate shall be automatically increased** each year on March 1st or on a later date announced by us by the inflation rate expressed by the increase in the average annual consumer price index for the previous calendar year announced by the Czech Statistical Office. The increase will be rounded up to the closest tens of Czech crowns. (1923 CZK -> 1930 CZK).

4. YOUR OTHER DUTIES AND OBLIGATIONS

- 4.1. It is your responsibility to cooperate with us. By this we especially mean providing clear, structured, and comprehensive information. We may determine the extent and form of your cooperation. If you provide us with incorrect or insufficient information, we will ask you to remedy it.
- 4.2. If we represent you vis-à-vis third parties, you will grant us a written power of attorney for the necessary negotiations upon our request.

5. WHAT YOU ARE AGREEING WITH

- 5.1. We may send you invoices electronically to the e-mail address specified at the end of the agreement or to another address agreed in writing.
- 5.2. We can share information with you via email (and you are in charge of its security level).
- 5.3. We may include your identification, including your logo and other markings and references in our reference documents, presentations, websites, and social media.
- 5.4. We have the right to refuse to provide legal services in justified cases and in cases provided for by law (for example, if we have a conflict of interest between you and your counterparty).

6. FINAL ARRANGEMENTS

- 6.1. Our cooperation is based on trust. We rely on the information and documents received from you being true and complete. Accordingly, we shall not be liable for any damages arising out of and/or in connection with information, documents, instructions, decisions and/or other materials of any nature whatsoever provided, given, or otherwise obtained from you. Nor are we responsible for the legality, factual accuracy or reasonableness of your decisions and instructions.
- 6.2. However, you can always rely on us to alert you to any obvious incorrectness or illegality of your instruction. And in case we cause damage, we are insured up to CZK 100,000,000.
- 6.3. All legal services and related deliverables, including any opinions, research, or consultations, are for your exclusive use. You may not disclose these deliverables to any third party or use them in any civil, criminal, administrative or other proceeding without our prior express consent.

- 6.4. We will also process your personal data as part of the provision of legal services. All detailed information about this processing can be found on the website <https://www.sedlakovalegal.cz/cs/zasady-ochrany-osobnich-udaju>.
- 6.5. If either of us fails or forgets to enforce its rights under the agreement, we will not treat this as a waiver of those rights in the future, nor will it create an established practice between us with future effect.
- 6.6. We may only amend the agreement by written amendments signed by both parties. In the event of a conflict between the introductory page of this agreement and the following content, the following content shall prevail. The agreement supersedes all prior understandings of both parties regarding its contents, except for our claim and your obligation to pay for fees and expenses for legal services provided prior to January 1st, 2023. The Prepaid Hours not used prior to that date in excess of the carryover limit under Section 3.2 will be forfeited without refund.
- 6.7. The initial term of this agreement is from 1.1.2023 to 31.12.2023. The term will automatically renew for additional successive 1 year unless either of us gives the other party a written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal may occur repeatedly. Additionally, either of us can terminate the agreement at any time without giving reasons with a one-month notice period. The notice period shall commence on the first day of the month following the delivery of the notice.

Our information:

SEDLAKOVA LEGAL s.r.o., IČ: 056 69 871
based in Purkyňova 648/125, 612 00 Brno,
company registered at the Registry Court in Brno
file number C 97278 („Us “)

represented by Mgr. Jana Sedláková, Executive
Director

bank account: 115-4943220277/0100

e-mail: jana@sedlakovalegal.com

Your information:

TBD, ID number: TBD

based in TBD

company registered at the Registry Court in TBD

file number TBD („You “)

represented by TBD

AGREEMENT SIGNATURE

Datum: _____

Place: _____

Our signature: _____

SEDLAKOVA LEGAL s.r.o., Jana Sedláková

Datum: _____

Place: _____

Your signature: _____

TBD