

Detailed Terms of Engagement

This document constitutes the general conditions under which DELTA legal, advokátní kancelář s.r.o. (the "**Office**" or "**we**") provides legal services to its clients (the "**Client**" or "**you**") and applies unless a particular contract for the provision of legal services provides for something different, in which case the particular contract takes precedence.

1. Definitions

"**fees**" means the charges we bill for the Work we do for you

"**disbursements**" means any sum paid by us on your behalf or expenses which we incur incidental to carrying out your instructions

"**costs**" means fees and disbursements combined

"**index**" means the annual consumer price index published by the Czech Statistical Office

2. Our team and approach

We will give you details of the contact person who will manage Client services at our Law Firm and the details of the team providing these services. The team will consist of our associates, junior lawyers, our employees and other cooperating persons. We will involve additional people of appropriate competency and experience as applicable on individual matters.

We will also provide you with written details of the rates of charge that will apply to the Work that we carry out for you. We can vary those rates by giving you prior written notice, unless we exclude this right in an explicit agreement with you. In such a case, however, at the earliest 12 months after agreeing hereon, we will be entitled to increase the agreed rates by the rate of inflation corresponding to the percentage change in the average price level for the last 12 calendar months against the average of the 12 previous calendar months for all the monitored items announced by the Czech Statistical Office, and if the announcement of the index is terminated or the index cannot be used for any other reason, the

Law Firm shall apply the new inflation rate index, or another index based on the changes in consumer prices levels.

Each time you instruct us on a matter (or if it is a series of similar matters for agreed or scale fees, then the first time that you instruct us in relation to that type of matter) at your request we will try to provide you with details of who will be carrying out the Work and to inform you about the basis for the determination of our fees. If requested, we will also provide you our estimate for the agreed scope of Work.

The purpose of the Record of Instruction is *inter alia* to make sure that we have understood exactly what you want us to do and so that you have details of what Work we will be carrying out and our fees for such Work. It is important that you read through the Record of Instruction and, if you have any questions, that you raise them with the contact person or other attorney leading the matter, or any of the partners of the Law Firm. Any variations are to be agreed in writing.

Any hourly charge-out rates, fee estimates or quotes given by us are stated without value added tax, which will be charged where required by law on our fees and on expenses and disbursements that are subject to such tax.

Any rates, fees or payments will be stated without any statutory deductions. If any deduction is required, the Client undertakes to increase such payment so that after the deduction the Law Firm will receive the payment in the full amount.

We reserve the right to require you to make advance payments on our fees and disbursements.

3. Our liability to compensate any damages or other loss

Nothing in the Letter (including these Detailed Terms of Engagement) or any Record of Instruction will limit any liability that we may have to you in respect of any loss caused by an intentional breach of our professional obligations, gross negligence or in any other situation where the law prohibits us from excluding or limiting our liability towards you, including any damage to your natural rights.

In all other cases, we limit our liability for any claims made in respect of the breach of our legal and/or contractual obligations (including any omission) or in respect of any other reason arising from each matter to a maximum of CZK 5 million in aggregate, unless we have agreed with you on a different level of liability in writing. The Law firm disclaims all liability in relation to advice or assistance which it has provided free of charge, and you hereby agree that the Law Firm is not liable for such advice or assistance.

If, in relation to a specific matter, you require a higher limit of our liability, you must tell us this before we start to work on the matter so that we can discuss it with you and agree on an appropriate limit.

Such limitation would be applicable for that particular matter only, unless expressly stated otherwise.

The standard limit of our liability to compensate any damages or other loss is based on our usual fee rates and accordingly we reserve the right to increase our fees in the event that you require a higher limit of our liability.

The extent of our liability for any damage or other loss caused to you will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account your contribution and the contribution of your other advisors and/or any third party responsible to you that relates to the damage or other loss.

Where we hold funds for you in our client account, these are treated as if you had deposited them directly with the relevant financial institution. We are not liable for the default of any financial institution where we have deposited your funds.

4. You as our client

You confirm that you are acting as the principal and not as an agent for anyone else.

Advice rendered by us is provided for your benefit and solely for the purpose of fulfilling the instructions to which it relates. It may not be used or relied on for any other purpose or by any person other than you without our prior written agreement.

You undertake to inform us about all your interests and requirements in connection with our services provided to you and all facts which could influence the provision of our services, while acknowledging that we will rely on the information you provide without further confirmation. According to our instructions, you agree to provide us with all documentation which is required or suitable for the due provision of our services. We will return this documentation to you after the conclusion of the required services if you so request. Pursuant to the legal requirements and the regulations and rules of the Czech Bar Association, you hereby agree that we will keep copies of such documents for the purposes of maintaining a client file.

If it will be necessary or appropriate, you agree to issue to the Law Firm or to an individual associate power of attorney to act within the framework of the provision of the required services.

For the purposes of marketing and other references, you authorize us and give us your consent to use each of your logos indicating you (the Client) in image, text and mixed form (the "Logo") for the duration of the Client's Copyright rights to the Logo, free of charge and without limitation, subject to compliance with the above-

stated purpose. The Law Firm is authorized to use the Logo free of charge on its websites, social networks and other marketing materials or other materials.

5. Costs

Fees – We will bill you for the services which we render on your behalf in accordance with the billing method which we have agreed with you.

Disbursements – When carrying out Work for you we may make payments on your behalf. We will include the full amount of such payments in our invoices to you (including any applicable VAT). If appropriate, we may issue “disbursements only” invoices or ask you to pay us money in advance of incurring any fees or disbursements.

6. Billing / Client money

We will send you invoices (usually monthly, unless otherwise agreed with you in writing) and these invoices are due within 15 days.

If the Client is in default of payment of our invoices, despite being informed about the delay, we reserve the right to suspend the provision of services to the Client and to demand a contractual penalty of 0.01% of the outstanding amount for each day of delay. The provisions on contractual penalty will not affect our right to compensation of the material and non-material loss, including damages, notwithstanding the amount of the contractual penalty. The fact that we have informed you of our intention to cease the Services does not affect our right to subsequently terminate the agreement that we entered into with you.

In the event our Services are undertaken for more than one person under this agreement, all parties will be jointly and severally liable for the payment of any and all costs in relation to that Work and we may recover such costs from any of these parties.

7. Appointment of third parties

We may need to procure the services of third parties, such as external experts, agents and

foreign lawyers, to act on your behalf when handling an engagement for you. In these cases we will be acting as your agent in procuring their services on your behalf, and the contract for their services will be with you directly, unless agreed otherwise in writing. We will not be responsible for any negligent advice or other default on their part. Your claim will be directed against the third party and you will have no claim or receivable against us. You will be responsible to them directly for the payment of their fees, together with applicable VAT, whether you receive invoices from them directly or whether their fees and costs are included as disbursements on our bill.

8. Suspension and termination of retainer

You may terminate our relationship with you or your instructions to us in relation to any matter at any time.

We may terminate our agreement with you upon whatever may be reasonable notice under the circumstances if:

- you fail to pay us our fees, expenses or any other costs that you have agreed to pay us according to this agreement on time, or you fail to pay requested advance payments;
- despite our notice, you instruct us to take any action which is illegal or otherwise contrary to the law or Czech Bar Association rules and in particular to our obligation to act with integrity;
- you indicate that you are not prepared to accept our advice but instruct us to put forward arguments which are in our view unsustainable;
- the relationship of mutual confidence between us has broken down in other ways;
- for reasons provided by applicable law; or
- in case of a conflict of interest.

Upon termination of the agreement with you, whether by you or by us, you will be liable to pay all costs incurred up to and including the date of termination as well as afterwards if we executed urgent actions (whether invoiced before or after the date of termination).

9. Electronic communication

Unless you instruct us in writing to the contrary, we will use ordinary electronic distance communication (e.g. e-mail) to communicate with you and to send you documents. Electronic distance communication is not secure. Please let us know if you wish to use other more secure facilities in relation to a specific matter and we will arrange for a cost quote to be provided and for the facilities to be put in place.

10. Data protection

In connection with our engagement we may process "personal data" (referred to below as personal information) acting as a "data controller" or as a "data processor" on your behalf as such terms are defined in Act No. 1410/2019 Coll., on processing of personal data ("PPD") and, as the case may be, in the directly applicable EU regulations.

The personal information we process as a data controller includes information about, and received from, you, your advisors and service providers, where you or they are individuals, and persons within your or their organizations.

You undertake to provide us only with personal information obtained in compliance with the PPD and directly applicable EU regulations (or relevant legal regulations applicable in the state where the data was acquired), and (if necessary) with the consent of the appropriate data subject.

The information we hold includes personal information such as name, address, e-mail, phone and fax number, and details necessary for the Law Firm to comply with its accounting, tax and other legal obligations.

We will use this information to provide legal or related services to you and to deal with enquiries that you may make or authorize. We may also use this information for marketing purposes to contact you or appropriate persons within your organization about legal or related services unless you/they inform us that you/they do not want to receive such information. You approve such contact being made by post, telephone and electronic distance communication.

We may also process this information to comply with applicable laws and regulations, or to defend ourselves in claims against the Law Firm or its team members, or where necessary to exercise our legitimate business interests. Relevant portions of this information may also be used for other secondary legal, administrative and management purposes, such as audits and research.

This personal information will be held in accordance with the applicable data protection legislation.

In performing the Services for you, we may also act as a data processor in respect of personal information provided by you or by third parties on your behalf or which we obtain for you. We will process this personal information in accordance with your instructions and will take appropriate technical and organizational measures against unauthorized or unlawful processing of this personal information and its accidental loss, destruction or damage.

We may share the personal information we hold as a data controller or data processor with other advisors (some of which are outside the European Economic Area in countries which do not have laws protecting the use of personal information) in connection with conflict clearance and other administration or compliance requirements, the performance of legal or related services, or (where we are the data controller of the relevant data) for marketing purposes. We may also disclose personal information to our associates, junior

lawyers and other personnel as well as insurers and their advisors, or to third parties and their advisors in connection with any transformation, acquisition or disposal of all or part of our business. We will only disclose personal information to other people or organizations (except for our associates, junior lawyers and other personnel):

- if we have obtained your consent or instructions to do so; or
- where we are required or permitted to do so by law; or
- if those people or organizations are providing a service to us or you.

Where we transfer personal information to service providers or advisors in other countries (some of which may be outside the European Economic Area in countries which do not have laws protecting the use of personal information), we will do so on the basis that the recipient provides appropriate technical and organizational measures against unauthorized or unlawful processing of this personal information and its accidental loss, destruction or damage. However, such information may be accessible by law enforcement agencies and other authorities in those countries to prevent and detect crime and comply with legal obligations.

Any personal information that we supply to you about our employees and/or third parties may only be used for the express purposes for which that information is provided to you.

Shredding – To ensure that our liability is covered by an insurance policy, we are required to preserve the relevant documentation regarding the Services provided throughout the period during which the insurance risk associated with our Services is to be covered. For this reason, we cannot shred the content of the case file and the personal data of the persons who gave us instructions in this case without simultaneously threatening or excluding the client's ability to raise a claim for

performance from the insurance company. For this reason, if, despite this notice, you will (upon the expiry of the relevant filing periods) insist on shredding the case file or personal data contained therein, you will also have to waive any damages claims against us in respect of all the Services we have provided to you, in which case the relevant waiver text will be prepared for signature, whereas we reserve the right to request that the signature on such waiver and shredding instruction be notarized.

11. Copyright

We retain ownership of all copyright or other intellectual property rights in any media created by us, including, but not limited to, documents, e-mails, correspondence, plans, CD-ROMs and spreadsheets, at all times. Subject to payment of our costs in full, you will have the non-exclusive right to use those media for the purposes for which they have been prepared for you, but you do not obtain ownership of the copyright in the media unless we specifically agree to this in writing.

12. Confidentiality and conflicts

Lawyers are under a professional and legal obligation to keep the affairs of clients confidential unless you instruct us to disclose information or we are compelled to disclose it by law. We may, however, disclose confidential information to our insurers, auditors, reputable ratings agencies or other professional advisors instructed by us, provided in all cases that they are also bound by a duty of confidentiality.

From time to time an actual or potential conflict may arise between your interests and the interests of one of our other clients. In such cases we will discuss the issue with you to determine the appropriate course of action. However, if there is a conflict of interest we may have to cease acting for you and/or the other client.

13. Money laundering

We are required to carry out identity checks of clients and the people instructing us on behalf

of the client. Please bear with us if you are asked to confirm your identity. We know this takes some time and effort, but it is a legal requirement and contractual obligation that we are obliged to fulfil.

14. **File storage**

If you have instructed us to retain files, papers, title deeds, wills or similar items in safe custody, we will charge fees for that storage and we will retain those documents subject to the terms provided to you from time to time. We will pass on to you the costs charged to us by any external storage facilities, and if you require us to retrieve specific documents or files, we may charge you for the time needed for such retrieval.

15. **Litigation and arbitration**

In all cases involving a dispute that may lead to court or tribunal proceedings, the need to comply with court/tribunal rules places responsibilities on clients and attorneys. Failure to comply with your responsibilities may lead to the imposition of sanctions for which we cannot accept responsibility. If we are to represent you in any disputes, it is our duty to represent you in accordance with the relevant legal regulations and rules of the Czech Bar Association; however, we cannot guarantee the outcome of the dispute, i.e. whether you will succeed with your claims and whether, in case of success, your claims will be enforced and exercised. If you are successful in a claim, you will still have to pay our costs, even if you are awarded costs of procedure and for legal representation against the other party, and any amounts paid by that other party will be short of our total cost. If you lose or withdraw from a case, then you are likely to have to pay the costs of procedure and legal representation of the other party and will remain liable for our costs.

16. **Our complaints procedure**

Our aim is to provide a service of the highest quality. If you feel that we have not met the standards you expect, please let us know

immediately. You may raise concerns with the lawyer who has been doing the Work for you, your contact person or any partner of the Law Firm. You were supplied with their contact details when you first instructed us and we will provide you with them any time upon your request.

17. **Severability**

If any part of the Letter (including these Detailed Terms of Engagement) or any Record of Instruction is found by any court or authority of competent jurisdiction to be illegal, invalid, void or unenforceable, then that provision will, to the extent required, be severed and will be ineffective, but without affecting any other provisions which will remain in full force and effect.

18. **Governing law and jurisdiction**

The agreement set out by the Letter (including these Detailed Terms of Engagement) and all non-contractual obligations arising out of or in connection with them and the provision of Services and any goods by us are governed by Czech law, in particular (i) Act No. 85/1996 Coll., on the Legal Profession, as amended and Act No. 89/2012 Coll., Civil Code, as amended, and (ii) the relevant rules and regulations of the Czech Bar Association.

Except as set out below, the courts of the Czech Republic have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement or the consequences of its nullity.

The agreement contained in the paragraph directly above is included for our benefit only. Accordingly, we reserve the right to bring proceedings before any other court of jurisdiction which would be competent in case of the lack of such an agreement, and you irrevocably waive any objection to, and agree to submit to, the jurisdiction of such courts. The bringing of proceedings by us in one or more jurisdictions will not preclude the bringing of

proceedings in any other jurisdiction, whether concurrently or not.

19. DELTA legal, advokátní kancelář s.r.o.

DELTA legal, advokátní kancelář s.r.o. is a limited liability company established under Section 132 et seq. of Act No. 90/2012 Coll., on Business Corporations, as amended, and under Section 15 of Act No. 85/1996 Coll., on the Legal Profession, as amended.

DELTA legal, advokátní kancelář s.r.o. provides its Services through its associates, junior lawyers and other personnel. These persons may be our employees or may be acting based on a mandate contract concluded with us. In each case, your legal relationship will exist only with us and not with any individual members of our team. This also applies in case the power of attorney has been granted to a specific attorney.

It is a condition of our acting for you that you agree that any claims that you may have in respect of damage or other loss suffered by you arising in any way out of or in connection with our engagement will be made against DELTA legal, advokátní kancelář s.r.o. and not against any of the individual members of our team.

This Letter contains the entire agreement between us and you relating to the subject matter hereof and supersedes any prior agreement or arrangement between us and you in relation hereto, whether written, oral or otherwise.