



Ligit Kieszczyński Sp.k.

ligit@ligit.com

+48 22 602 29 55

ligit.com

## GENERAL TERMS AND CONDITIONS OF SERVICES

### 1. DEFINITIONS

- 1.1. **GT&C** – these General Terms and Conditions of Services.
- 1.2. **Ligit** – Ligit Kieszczyński Sp.k., Al. Jerozolimskie 93, 02-001 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under number KRS 0000856571, NIP 5272934593.
- 1.3. **Agreement** – the declarations of intent of Ligit and the Client, under which Ligit undertakes to provide Services to the Client and the Client undertakes to pay Ligit for the Services provided; the GT&Cs are a part of the Agreement.
- 1.4. **Client** – an entity concluding the Agreement with Ligit that is:
  - 1.4.1. any non-consumer natural person, including one who is not a Polish citizen **and/or**
  - 1.4.2. any legal person, **and/or**
  - 1.4.3. any entity which is not a legal person, but to which relevant regulations grant legal capacity at least to conclude the Agreement,regardless of whether this natural person, legal person or entity has a residency or seat in Poland or abroad.
- 1.5. **Services** – legal services and any other services provided by Ligit to the Client.

### 2. SCOPE OF THE GT&C

- 2.1. The GT&Cs set out the terms and conditions of providing the Services by Ligit to the Client under the Agreement.
- 2.2. The GT&Cs shall apply between Ligit and the Client, irrespective of the form in which the Agreement was concluded unless the Agreement's provisions concluded in document or written form provide otherwise.
- 2.3. The GT&Cs shall bind the Client once made available to the Client in any form, including by providing the Client with a link to Ligit's website, where the GT&Cs are publicly available.

### 3. ENTERING THE AGREEMENT

- 3.1. The Agreement between Ligit and the Client may be concluded in any form.
- 3.2. The Agreement is deemed to have been concluded in particular by:
  - 3.2.1. execution of the Agreement in writing;
  - 3.2.2. confirmation by Ligit, in any form, of the scope of the Services to the Client and of the remuneration due to Ligit for the performance thereof;
  - 3.2.3. granting by the Client of power of attorney, under which the Services will be provided on the Client's behalf, and the acceptance by Ligit of that power of attorney as well as confirmation of the remuneration payable to Ligit for the Services.



Ligit Kieszczyński Sp.k. jest wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego (KRS) pod numerem 0000856571 i posiada numer NIP 5272934593 (EU-VAT PL5272934593).

Ligit Kieszczyński Sp.k. is registered in the Register of Entrepreneurs of the National Court Register (KRS) under the number 0000856571 and has the NIP number 5272934593 (EU-VAT PL5272934593).

- 3.3. If, during the term of the Agreement, the Client requests Ligit to provide additional Services to the Client exceeding the scope covered by the Agreement, the scope of the additional Services must be confirmed by Ligit in any form, including in particular by the commencement of their providing.

#### 4. TERMS OF PROVIDING

- 4.1. Ligit provides the Services covered by the Agreement with the Client.
- 4.2. Ligit provides the Services exclusively to the Client. No other party may rely on the Services outcome or enforce the terms of the Agreement against Ligit. The Client shall not assign their rights and obligations under the Agreement to a third party without Ligit's consent.
- 4.3. The Client undertakes to provide Ligit with the information and documents necessary to provide the Services.
- 4.4. Ligit may provide the Services to the Client with the assistance of its employees, associates and contractors for whose acts and omissions Ligit is responsible.
- 4.5. If providing the Services requires granting of power of attorney, the Client shall grant a written power of attorney to an advocate or attorney-at-law designated by Ligit.
- 4.6. The legal services that fall within the scope of the Services provided shall be provided exclusively within the Polish law unless the Agreement provides otherwise.
- 4.7. Providing the Services, Ligit may outsource ancillary services provided by entities regularly cooperating with Ligit, which are necessary to perform the Services, including, but not limited to, text editing, proofreading, IT services (including cloud and SaaS services), document translation, waste disposal, financial or accounting services. The Client accepts that outsourcing such ancillary services may require the transfer or entrustment of data and/or information received from the Client.

#### 5. REMUNERATION

- 5.1. The Client agrees to pay Ligit remuneration for the Services provided.
- 5.2. Ligit's remuneration can be determined based on:
- 5.2.1. *blended hourly rate* – an hourly rate of the amount agreed in the Agreement for each hour of work of a lawyer engaged in the provision of the Services by Ligit, irrespective of the lawyer's seniority and experience, based on a detailed statement of hours prepared by Ligit (**Blended Hourly Rate**) or
- 5.2.2. *seniority-based hourly rate* – an hourly rate of the amount agreed in the Agreement for each hour of work of a lawyer engaged in the provision of the Services by Ligit, depending on the lawyer's experience, title and position held at Ligit, based on a detailed statement of hours prepared by Ligit (**Seniority-Based Hourly Rate**); or
- 5.2.3. *fixed fee* – a flat-rate remuneration for a fixed number of hours of Ligit's work or the scope of the Services (**Fixed Fee**) agreed in the Agreement, or
- 5.2.4. *bonus fee* – occurring in addition to the Fixed Fee, an additional fixed-rate remuneration due if the Client, upon finishing or in the course of providing the Services, decides that they are satisfied with the Services provided and are willing to pay a bonus fee (**Bonus Fee**), or
- 5.2.5. a combination of any of the above formulas, or
- 5.2.6. any other formula agreed in the Agreement.
- 5.3. The Agreement shall set out how Ligit's remuneration is to be determined by reference to the formulas in accordance with clause 5.2 above. Unless otherwise provided for in the Agreement,

Ligit's remuneration will be determined on the basis of a *Blended Hourly Rate* with an hourly rate of EUR 250 for each hour of work.

- 5.4. Ligit's remuneration based on the *Fixed Fee* will be determined through the information and documents referred to in clause 4.3 above, provided by the Client before Ligit's commencement of providing the Services. The Client accepts and acknowledges that in the course of providing the Services, in particular, if any of the information or documents provided prove to be untrue or incomplete, Ligit may propose to the Client a reasonable raise of the agreed remuneration to reflect the additional work performed or to be performed by Ligit. The Client will not unreasonably refuse to agree to such a raise.
- 5.5. If the value of the annual average consumer price index in the preceding calendar year (inflation index), announced by the President of the Polish Central Statistical Office by the end of January of the given calendar year in the form of a communiqué in the Official Journal of Poland "Monitor Polski", or in the event that the above-mentioned index is no longer published, the value of another equivalent inflation index in Poland exceeds 103 (prices/inflation growth will exceed 3%), Ligit provide the Client with an offer to increase the remuneration for the Services. This entitlement can be exercised by Ligit once in a calendar year after the announcement of the inflation index with regard to the previous calendar year.
- 5.6. Ligit may stipulate in the Agreement with the Client that the commencement of providing the Services shall be subject to the payment of a *retainer*, which shall be credited to Ligit's remuneration (***Retainer***).
- 5.7. Irrespective of how it is determined, Ligit's remuneration is a net amount and shall be increased by the respective rate of VAT, in line with the applicable law.
- 5.8. Ligit's remuneration will be covered by a VAT invoice issued by Ligit, usually after the end of each month in which the Services were provided to the Client. Invoices issued by Ligit are payable within 10 days from the date of delivery to Ligit's bank account indicated on the invoice.
- 5.9. The Client agrees to receive electronic invoices issued by Ligit.
- 5.10. If any comments or objections to an issued invoice, the Client shall notify them Ligit immediately, but no later than within 7 days of receipt of the invoice. After the expiry of the deadline, the Client shall be deemed to have accepted the invoice without objection.
- 5.11. Failure to pay Ligit's remuneration within the deadline specified on Ligit's invoice shall entitle Ligit to cease the provision of Services to the Client, subject to the rules of professional ethics of advocate and/or attorney-at-law profession.

## **6. TAXES AND COSTS**

- 6.1. Ligit's remuneration does not include taxes or costs connected to providing the Services to the Client. The Client shall bear directly, unless otherwise agreed in the Agreement, all such taxes and costs, in particular:
  - 6.1.1. court costs and fees,
  - 6.1.2. notary and administrative fees,
  - 6.1.3. taxes (including VAT),
  - 6.1.4. stamp duties,
  - 6.1.5. travel costs (including transport costs within the city of Warsaw where Ligit provides the Services, e.g. taxi fares) and hotel services,
  - 6.1.6. translation costs,
  - 6.1.7. transcription costs,

6.1.8. the cost of international telephone calls,

6.1.9. secretarial assistance outside regular business hours.

6.2. If the aforementioned costs are paid by Ligit, they will be separately listed as costs in the invoices covering Ligit's remuneration for the Services or in the credit notes issued by Ligit to the Client, and VAT (if applicable) will be added to those costs in accordance with the applicable law. If the aforementioned costs have been paid by Ligit in a currency other than the currency in which Ligit's remuneration is accounted for (the accounting currency), the amount of costs paid by Ligit will be converted to the accounting currency at the selling rate of the currency in which the costs have been paid to the accounting currency announced in the exchange rate table of the bank that operates Ligit's bank account into which the remuneration is to be paid, as of the day prior to the preparation of the hour report covering the scope of the performed Services in which the costs paid by Ligit are presented for the Client's approval.

6.3. At the Client's request, Ligit can provide a non-binding estimate of the expected costs of the Services.

## **7. LIMITATION OF LIABILITY**

7.1. Ligit shall be released from any liability for improper performance of the Services in the event of the Client's failure to provide the necessary assistance and cooperation, in particular, if the Client provides Ligit with incomplete or misleading information or fails to provide Ligit with all documents relevant to the Services.

7.2. Ligit shall be released from liability for the non-performance or improper performance of the Services if the non-performance or improper performance of the Services and the resulting damage arose due to reasons not attributable to Ligit or caused by force majeure. Force majeure shall be understood as an event that is impossible to foresee and which Ligit was not able to prevent within the limits of due diligence for Ligit's business activities, in particular disasters resulting from acts of nature (e.g. floods, fires, earthquakes), armed conflicts, acts of terrorism or other criminal acts, strikes, social protests, unusual collective behaviour (riots), epidemics or pandemics, interruption of electricity or telecommunications services, acts of state or local authorities (acts of authority).

7.3. Ligit's liability to the Client on any basis, including non-performance or/and improper performance of the Agreement, shall be limited to the amount of the damage suffered by the Client, but not exceeding three times the remuneration paid by the Client to Ligit within 12 months preceding the event causing the damage (not including the month in which that event occurred) or EUR 1,000,000 (in words: one million euros), whichever is less. If the Client, within 12 months preceding the event causing the damage (not including the month in which that event occurred), was not obliged to pay any remuneration to Ligit on any basis, Ligit's liability referred to above shall be limited to the amount of the damage suffered by the Client, but not exceeding three times the remuneration paid by the Client to Ligit for performance of the Services with which the damage is directly related or EUR 1,000,000 (in words: one million euro), whichever is less. The liability limitation does not apply to damages caused intentionally.

## **8. NON-DISCLOSURE, TERMINATION**

8.1. Ligit will keep confidential any information obtained from the Client that is not public and not available in the public domain. Ligit will only disclose the above information if required by law.

8.2. Ligit assumes that any information provided to Ligit by the Client or the third party acting on behalf of the Client is disclosed to Ligit without violating any confidentiality obligations.

8.3. The Agreement is entered for an indefinite period of time and may be terminated by either party by giving one month's notice effective at the end of a calendar month. The Client shall settle all remuneration for the Services and the costs incurred by Ligit until the expiration of the Agreement.

## **9. FINAL PROVISIONS**

- 9.1. Any disputes arising out of or related to the Agreement shall be settled by the common court having jurisdiction in the Śródmieście district of the City of Warsaw, Poland.
- 9.2. The relationship between the Client and Ligit shall be governed by Polish law.
- 9.3. If any provision of the GT&Cs is held to be invalid or ineffective, this circumstance will not affect the validity or effectiveness of the remaining provisions of the Agreement, including the GT&Cs.
- 9.4. In the event of any discrepancy between the Agreement and the GT&Cs, the provisions of the Agreement shall prevail.
- 9.5. Ligit shall have the right to change the GT&Cs during the term of the Agreement by notifying the Client about the change. The amended GT&Cs shall bind the Client unless the Client terminates the Agreement within 14 days of the Client being informed of the amended GT&Cs.
- 9.6. The GT&Cs in the above wording shall apply to Agreements concluded or amended after 1 June 2025.