

## **AGREEMENT ON THE PROVISION OF LEGAL SERVICES**

### **Client:**

Company registration number (IČO):

Residency:

Registered at \_\_\_\_\_, section \_\_\_\_\_, insert \_\_\_\_\_

acting with its statutory body, \_\_\_\_\_

*(Hereinafter referred to as "Client")*

**and**

**Advokátní kancelář Klára Samková s.r.o.,**

**(Legal office Klára Samková, Ltd.)**

ID number: 283 86 671

Acting by the executive director: JUDr. Klára A. Samková, Ph.D., attorney-at-law, Czech Bar

Association registration number: 3005

Registered office: Španělská 742/6, Praha 2, Czech Republic

Phone: 224 239 390, 224 211 816, fax: 224 210 309

E-mail: klara.samkova@lawyers.cz, mobile phone: 602 340 872

Bank connection: 2301081579/2010 – Fio banka, a.s.

IBAN: CZ1320100000002301081579

BIC/SWIFT: FIOBCZPPXXX

*(Hereinafter referred to as "Attorney")*

Conclude this

## **CONTRACT ON THE PROVISION OF LEGAL SERVICES**

*(Hereinafter referred to as "Contract")*

### **I.**

#### **Object of legal representation**

1. On the basis of this contract the Attorney covenants to grant the Client legal representation and advises through legal acts on behalf of the Client and the Client covenants to pay agreed fee to the Attorney for legal representation grant.
2. The Client can design third person as a person authorised to accept fulfilment of this contract, that is the Client can stipulate another subject to be provided a legal representation, in case this subject agrees. This way of providing a legal representation must not be in conflict with the Client's interests.
3. If the Client is a corporate body, the natural person acting in its name is liable for obligations under this contract. This relation shall be written by the Attorney and the natural person acting as a legal entity, the Guarantor's Statement which forms part of this Agreement.
4. The object of the contract is a legal representation grant in particular legal matters of the Client or the party designated by the Client, always on the basis of a special Power of Attorney or on the basis of a verbal agreement specifying an object of a legal representation grant. On behalf of the Client this person is entitled to act:           . This person can delegate his competence to other employees of the Client with an informal written instruction vested through an e-mail. The Attorney must be notified of this.

5. The Client notes that providing and completing of evidences is not the object of the contract. If the Client requires that his documents should be used as evidences, then this work would be charged as well as the legal service.

6. The Attorney vests power in her associate lawyers and lawyers-employees to perform particular legal tasks in the way that always one of the Attorney's lawyers is authorized to conduct the Client's case.

These are the associate lawyers and employees:

a) Executive director:

JUDr. Klára Alžběta Samková, Ph.D.: [klara.samkova@lawyers.cz](mailto:klara.samkova@lawyers.cz)  
phone via secretariat

b) Lawyers – members of the office:

JUDr. Zuzana Suchá Balogh:	<a href="mailto:zuzana.sucha.balogh@lawyers.cz">zuzana.sucha.balogh@lawyers.cz</a> ,	tel. 731 593 228
Mgr. Lucie Ficková Krobotová:	<a href="mailto:lucie.krobotova@lawyers.cz">lucie.krobotova@lawyers.cz</a> ,	tel. 731 464 998
JUDr. Michala Rabiňáková:	<a href="mailto:michala.rabinakova@lawyers.cz">michala.rabinakova@lawyers.cz</a> ,	tel. 603 894 848
Mgr. Lucia Ščerbová:	<a href="mailto:lucia.scerbova@lawyers.cz">lucia.scerbova@lawyers.cz</a> ,	tel. 606 456 564
Mgr. Heda Wichová	<a href="mailto:heda.wichova@lawyers.cz">heda.wichova@lawyers.cz</a> ,	tel. 725 082 773

c) Lawyers in training:

Mgr. Petr Procházka: [petr.prochazka@lawyers.cz](mailto:petr.prochazka@lawyers.cz) tel. 603 176 351

d) Legal assistants:

[office@lawyers.cz](mailto:office@lawyers.cz) tel.: 736 760 893

e) Administrative staff:

Andrea Darwishová:	<a href="mailto:lawyers@lawyers.cz">lawyers@lawyers.cz</a> ,	tel. 730 511 405
Pavčina Prokúpková:	<a href="mailto:pavla.prokupkova@lawyers.cz">pavla.prokupkova@lawyers.cz</a> ,	tel. 736 762 244

All the employees of the Attorney can be contacted either on the Attorney's phone number or on e-mail through Secretary.

## II.

### Legal client relationship

1. The legal relationship between the Client and the Attorney arises through the conclusion of the Agreement on Legal Services.

2. The legal client relationship between the Client and the Attorney created under this Agreement is governed by the provisions of the order under § 2430 and following of Act No. 89/2012 Coll., Czech Civil Code.

3. If the Client acts in a legal relationship with the Attorney on the basis of the Contract as a consumer, i.e. outside the scope of business activity or self-employment, the legal relationship between the Client and the Attorney also governs the provisions of § 1810 and following of the Czech Civil Code on the obligations of contracts concluded with the consumer and is also subject to Czech Act No. 634/1992 Coll., On Consumer Protection.

4. At the time of the establishment of a legal client relationship and during the course, each lawyer - an employee of the Attorney or a permanent associate lawyer with the Attorney - has a general mandate to act in the service of the Client in the extent of the legal position of the authorized law firm or authorized attorney.

5. The legal client relationship between the Client and the Attorney is valid fully in the moment of payment of the advance payment by the Client to the Attorney.

6. The Client declares that as of the date of concluding this Agreement he is not represented in the same matter by another lawyer. The Client acknowledges that representation by two lawyers in the same case would constitute a conflict with the Code of Civil Procedure. In case that the Client was previously represented in this matter and did not terminate the representation properly, the Client bears full responsibility for this fact.

### **III.**

#### **Method of communication between contracting parties**

1. The Attorney and the Client will suggest and subsequently agree on a general strategy according to which the legal services will be provided and on a presumptive intention of legal steps. This strategy will be realized with providing particular legal acts by an authorized associated lawyer (further mentioned as AL).

2. After the definition of a case the Attorney will authorize individual associated lawyer to the case processing. AL is delegated on the basis of her previous experience and specialisation and in consideration of a prior work performed by the particular AL for the Client and mutual satisfaction of that collaboration, and as well as the AL's current workload. The Attorney will attempt to ensure that each case is led by one AL. Nevertheless, the Attorney warns that during legal representation there may be a rare legal act or a full legal takeover of the whole case, depending on the organizational conditions of the office. Such a takeover of a case by another lawyer and any further necessity of acquaintance with the file is not the responsibility of the client but the Attorney.

3. On the basis of the defined case the Attorney will create folders which are regularly divided in this way:

- a) „Client's folder“, contains the mandate contract, powers of attorney and correspondence with the Client.
- b) Folder „evidence“
- c) Folder „correspondence with an adverse party“
- d) Folder „proceedings in the case“

Possibly, other administrative and supporting folders may be kept. If there are more cases conducted for one Client, folders are kept with exception of the Client's folder for every one individual case.

4. Other communication will pass off between the Client and the AL. If The „Attorney “is mentioned in the further text, the appropriate step will be realized by the AL or directly by the Managing Partner, according to the difficulty and schedule.

5. New Client's legal cases or new steps in the case at issue will be sent or passed on directly to the AL in the form of a written or electronic request with a detailed description of the Client's demand.

6. The AL will confirm acceptance of a particular case. In case it will be necessary to decide on further strategy of the case conducting, the strategy will be resolved at a joint meeting of the Attorney, the AL and the Client.

7. If the AL requires any documents, materials or information in order to provide legal assistance duly and properly, the Attorney will contact the Client by phone, via e-mail or fax; only after the vain exhaustion of these communication means the Attorney will contact The Client in writing.

8. The contractual parties agree that they will notify the Client of information about any delivered documents from an adverse party, courts or administrative bodies without delay by sending such documents by fax, e-mail or via post. In case of materials exceeding 4 pages, the Attorney can send these documents by post. This procedure pertains to all judicial notifications, judgments, petitions, statements, opinions and documents incoming from the competent authorities, including courts and state agencies.

9. If the Attorney requires the Client to express an opinion on actual problems, she will send the Client her covering letter together with the corresponding document informing the Client about consequences following from the document. In the covering letter there will be specified a date by which Client's comments are requested. Should the Client fail to furnish the Attorney with the comments or directives within the time limit set by the Attorneys, the Attorney will process the further steps according to her best discretion so the Client's interests will be protected to the maximum. Should the Client respond to the Attorney's notice and give his/her opinions, the Attorney will consider the further steps and Client's claims' reasonability with regard to law in force and other conditions. The Attorney will inform the Client how she took his/her incentives into account, possibly why some of his/her proposals were not accepted from a legal point of view. The Attorney will send the Client a final wording of any filing under name of the Client for his/her information; this will be done especially via e-mail.

10. The Client is obliged to inform the Attorney forthwith about any materials concerning the case in which legal representation is granted according to this contract, as well as any facts the Client will learn and which relate to the object of legal representation grant. Client shall also immediately notify the Attorney if the counterparty, the counterparty's lawyer or an intermediary transmitted by the counterparty.

11. The Client undertakes to immediately notify the Attorney of any separate negotiations with the counterparty or any new correspondence with the counterparty.

12. In case a written power of attorney issued by the Client to the Attorney is essential for legal representation grant according to this contract, the Attorney will prepare its wording. The power of attorney will be signed either in the Attorney's office or in a written form: The Attorney will send the signed power of attorney in three copies to The Client requiring his/her signature, in case The Client is a corporate body the power of attorney will be signed by Statutory body and sent back to The Attorney. The Client send back signed powers of attorney in two counterparts via post and keep one copy for themselves. The Attorney can require issuing the power of attorney in more copies. This goes especially in case of delegating general power of attorney.

13. The Client is aware of the fact that the Postal Office requires that all registered mail sent to the Attorney's Address must be labelled as follows:

Advokátní kancelář Klára Samková s.r.o.  
Španělská 742/6  
120 00 Praha 2

Alternative addressing is not permitted; the post office does not guarantee delivery of differently labelled mail. If an official letter is addressed to one of the workers of the Attorney's office, the worker's name must be given below the label „Attorney at law“ and must be in wording „For the attention of .....(name of the Associated Lawyer)“. This fact must be mentioned in the notification; the address will be identical as the above mentioned address.

14. The Attorney will address all correspondence sent by mail as follows:

Name

Address

PSČ and city

E-mail address for a correspondence with the Client: \_\_\_\_\_

The Client is obliged to inform the Attorney forthwith about any changes. The Client is liable for difficulties connected with delivery, alternatively impossibility of delivery, if the Client does not inform the Attorney about abovementioned changes.

Phone contact: \_\_\_\_\_

15. If the Attorney replies to Client's e-mail, it is an answer to Client's address. If the Client uses other e-mail address for a correspondence with the Attorney, she/he is personally warrant for all communication between contracting parties through this other e-mail address. The other e-mail address use of the Client is automatically next address beside the address mentioned in this Mandate contract. The Client is obliged to ensure picking of the report from all e-mail address, which she/he uses for a correspondence with the Attorney.

16. Every document sent by the Attorney to the Client is considered to have been delivered on the 21st day since the dispatch to the Client's Address stated for communication. If the consignment will not reach the Client on the postal address in fact, this actuality affects the Client.

#### **IV.**

##### **Manner of legal representation**

1. The Attorney's main task is to grant legal representation to the Client and to the subjects specified by the Client.

2. The Attorney will handle all legal agenda received from the Client as specified in his particular requests.

3. When taking any legal steps as part of representing the Client, the Attorney will always take into consideration the protection of human rights as set out in the Charter of Fundamental Rights and Freedoms pursuant to the international regulation of basic human rights and liberties, by which the Czech Republic is bound. All legal disputes will be handled as if they should be brought to the Constitutional Court or as a complaint to the European Court of Human Rights in Strasbourg. All these procedures will be provided for a maximum protection of the Client's rights and their enforceability. The Attorney will continuously inform the client about the economic aspects of the dispute.

4. When requested to do so, the Attorney will prepare supporting documents in English so that they can be reviewed by the Client also in such language. In case of contracts or legally binding documents the Attorney is authorized to entrust a certified translator with an official translation of such documents.

5. Should the Attorney provide legal services to a third party whose interests may be in conflict with the Client's interests, Attorney is obligated to inform the Client forthwith with this matter.

6. In accordance with the Czech Advocacy Act No. 85/1996 of the Coll., the Attorney is not bound by the legal opinion of the Client. The Attorney is governed by the Client's instructions, but is not bound by them if they are contradictory to legal or professional regulations. If the Attorney does not consider the legal opinion of the client to be optimal for the protection of the Client's interests, he/she will introduce the Client to this different opinion of his/hers in writing.

7. The Client is obliged to respect the legal advice of the Attorney and the AL. In case the Client does not respect the legal opinion advice of the Attorney or the AL, such conduct may lead to refusal to provide the further services and such conduct may be one of the purposes of this contract termination.

8. Upon Client's request the Attorney will also provide to the Client her opinion about the strategic planning issues, pointing the possible difficulties from legal point of view.

9. At the time of the case acceptance the Attorney is entitled to request that the condition of the legal service grant is a legal audit fulfilment in the case which is being accepted, possibly also in those matters which can influence the legal representation.

10. Client acknowledges that further information about legal services are published on the website [www.lawyers.cz](http://www.lawyers.cz) and the client agrees with the content of this website to learn about. From a formal point of view the content of web pages is annexed to this contract.

11. In case of satisfaction with the legal services provided by the Attorney, he/she is asking his/her Clients not to hesitate to express their positive impressions towards the Attorney and forward such praise to the Czech Bar Association.

## **V.**

### **Attorney's fees**

1. The Attorney provides legal services principally for a fee. In accordance with Act No. 177/1996 Coll., as amended (lawyer's fee), this contract is decisive for determining the amount of the lawyer's remuneration.

2. The parties have agreed on the following stipulated fees for the Attorney:

JUDr. Klára Samková, Ph.D. .... 4.000 CZK per hour

Other lawyers ..... 3.200 CZK per hour

Legal assistants..... 1.800 CZK per hour

Administrative acts..... 800 CZK per hour

3. The right to receive remuneration for the provision of legal services occurs with the emergence of a client relationship.

4. The Parties agree to pay according to the above hourly fee. The agreed remuneration is to be charged for each commenced hour.

5. In the event of a court hearing, a hearing before another administrative body or other similar action requiring the personal presence of the managing director, other lawyers or lawyers in training of the Attorney, the Attorney is entitled to charge for the preparation for this action, for a minimum of one hour.

6. Legal services may be provided for free or at a reduced rate under the explicit consent of the Attorney made in writing as an addendum to this Agreement.

7. The Attorney is further entitled to be compensated for lost time whenever legal assistance is not provided in her law office. Lost time includes travel time to the location where legal assistance is to be provided and the amount of time the Attorney has to wait before legal assistance is actually provided. The agreed compensation for lost time is CZK 500 for each 30 minutes of lost time. Legal assistants' missed time shall be charged at the rate of CZK 250 for each 30 minutes of missed time.

8. The phone calls done both by the Client to the Attorney and vice – versa are charged as the legal consultation in the rate according to the true length of the call plus 10 minutes extra. The minimal invoiced fee for one phone call is calculated as for 10 minutes. The fact whether the phone call was invoked either by the Client or by the Attorney has no influence on invoicing of such a phone call.

9. The e-mails done both by the Client to the Attorney and vice – versa are charged as the legal consultation in the rate according to the true length of the e-mail plus 10 minutes extra. The minimal invoiced fee for one e-mail is calculated as for 10 minutes. The fact whether the e-mail was invoked either by the Client or by the Attorney has no influence on invoicing of such e-mail.

10. When travelling within Prague, the Attorney is not entitled to reimbursement of travel expenses. When travelling outside of Prague in connection with providing legal services, the Attorney may use her car to get to the location where legal services are to be provided. These travel expenses are charged CZK 10 per one kilometre.

11. For an authorized conversion of a document, the remuneration is 30 CZK for each started page of the converted document.



12. The Attorney is entitled to reimbursement of expenses incurred in connection with activities performed for the benefit of the client, including court costs as well as local and administrative fees and official translation costs from/to foreign languages.

13. The Attorney is entitled to reimbursement of expenses incurred in connection with sending unpaid invoices notifications in the amount of CZK 300. An invoice for the reimbursement of expenses incurred in connection with sending a payment notification will be attached to the notification itself; it will be due and payable within seven days after its delivery to the Client. The Attorney may urge a payment of any unpaid invoice at every fourteen days until the original invoice as well as the invoices issued in the connection with the original invoice payment demands is completely paid.

14. If, according to the court, the Client is entitled to remuneration of legal costs, the court determines a representation fee in accordance with the Decree of the Ministry of Justice No. 177/1996 Coll., On Lawyers' Remuneration, which establishes the exact amounts for individual acts of the Attorney. In accordance with article 10 (6) of the Code of Ethics of the Czech Bar Association, by which lawyers are bound, the lawyer's remuneration agreed under this agreement must be at least equal such fee (so-called "Přísudek"). The Attorney reminds the Client that in the absolute majority of cases, the remuneration according to the decree is lower than the fees agreed under this legal representation agreement. This means that the client may not receive full compensation of the legal costs from the counterparty. If the remuneration according to this contract is lower than the fee set by the court, the Attorney is entitled to obtain the amount determined by the court. In such cases, after the counterparty has paid the legal costs according to the court's ruling, the Attorney will refund the Client for invoice already paid and the Attorney is entitled to the amount determined by the court as remuneration instead.

15. Should the Client fail to pay any given invoice on time, the due invoiced amount will increase by the late charge at a rate of 0.1 % for each day of delay. The Attorney may issue an invoice for late charge only after the corresponding past due invoice has been paid. The invoice for late charge is due and payable within seven days from its delivery to the Client.

16. In case of non-payment of two invoices on maturity, the following day after the expiry of the maturity date will automatically terminate the agreement on the provision of legal services.

17. All payments and reimbursements of the Attorney are subjects to the VAT. The VAT at the time of this contract's ratification is 21% of every payment. The court and administrative fees are exempted from the VAT.

## **VI.**

### **Other reimbursements to the Attorney**

1. The Client is obliged to grant an advance payment of                      by transfer of the payment to the bank account of the Attorney. The Client acknowledges that the advance payment settlement represents a condition of this contract effect and that the legal representation will be granted after this advance payment is received. Until the reimbursement of this advance payment this contract is valid but its effectiveness is postponed to the moment of the advance payment settlement.

2. The Attorney's fees will be invoiced at the beginning of each calendar month for the work which was done for the Client in a previous month. The invoice will specify the method of calculating the fees for legal assistance services as well as the related matters wherewith such services were provided. Each invoice will be due and payable within fifteen days of its delivery to the Client. The invoice will be considered to be delivered on the 21st day after sending it to the Client's address as stated hereinabove. An invoice sent to the e-mail address the client has provided for communication with them is deemed to have been received 24 hours after the invoice was sent. An invoice is settled when the total corresponding amounts are remitted into the Attorney's account.

3. At the request of the Client, the Attorney is obliged to issue to the Client a legal service confirmation stating the date of provision of the mentioned service.
4. When transferring the agenda and the documentation after termination of the legal representation the Client is obliged to cover the Attorney expenses connected with the agenda transfer, namely an amount of CZK 1,- for every copied page and additionally compensation for processing and preparation of documentation transfer in hourly rate for administrative acts.

## **VII.**

### **Calculation of the work range**

1. With takeover of the legal representation the Attorney or AL carry out an approximate calculation of the work range. The Attorney communicate to the Client approximate number of the work hours, eventually which calculation is impossible to estimate. When determining the estimation of the scope of the work, the Attorney shall base it on the information obtained by the client during the initial consultation. If some facts that the Client did not disclose during the initial consultation subsequently emerge and it proves that they may affect the extent of the Attorney's work, the Attorney reserves the right to change the estimation of the extent of the work in connection with the newly discovered facts. The Attorney is not responsible for the necessary changes in the scope of the work to be done.
2. If the client is kept informed about the provision of legal services of his legal representation, both parties agree to that the Client is informed of the range of legal services and he agrees with this range. If the client himself contacts the Attorney or AL via e-mail, letter or telephone, both parties consider that the client is informed about the extent of the legal services he / she requires from the Attorney and agrees with him/her.
3. When concluding this contract, the Attorney states that the scope of work depends on the development of the case and the scope of legal services requested by the Client. If the Client contacts the Attorney with a request for a legal act, these are services requested by the Client.
4. The Client takes due note of that in case of written formulation, it is possible to estimate that formation of one page written legal text take about one hour. In case difficult event with greater quantity of the legal regulations or greater quantity of the quoted materials it is possible to estimate that formation of one page written legal text take about two hours.
5. Guess calculation of the costs include the following:
  - a) Calculation of the Attorney's work according to mentioned rate
  - b) The costs of court charge and administrative charge – including appeal, extraordinary appeal:
  - c) Alternatively, the costs of legal representation of the adverse party in case of failure.
6. If the Client would like the more circumstantial calculation of the estimation of work and expenditures, this estimation, will be proceeded by the Attorney until three days after taking the Client's representation. The calculation will be sent to the Client via e-mail. If until five working days after sending he e-mail, the Client would not express his/her disagreement with this calculation, it is presumed that he/she agrees with this calculation.
7. The Client take due note that there is no duty to inform her/him in case of overfullfilment calculation of the work range, if the range of e-mail correspondence or telephone communication evidently overreach the calculation of the work range. If the Client communicated by telephone or via e-mail, it is deemed to have approved, that the Client accepted Attorney's calculation.



## **VIII.**

### **Rights of a defective performance applied by the Client – businessman**

1. Client – legal entity is not a consumer, therefore it is not covered by the Consumer Protection Act. Any objections on the invoice are to be made in writing and sent directly to the hands of JUDr. Klára Samková, PhD. within 15 calendar days of receipt of the said invoice, so at last within 36 calendar days since the day on which the invoice was dispatched by the Attorney. For the time limit maintenance the decisive factor is a date of the submission of disagreement with the invoice for postal transit, sending an e-mail or handover of the objections in written at the office. If the Client takes objections on the invoice viva voce, an official record about the objection with a signature of the Client and an Attorney worker, who received the oral objection, must be written. In the absence of any objections within the said time limit, the Client is deemed to have approved the invoice and undertaken to perform with its obligations hereunder.
2. JUDr. Klára A. Samková, Ph.D. or an authorized lawyer or employee shall decide on the objection no later than 30 days after the date of receiving such claim. If the Attorney does not respond, the objections of the Client are deemed to be accepted. During this period until the Client's objection on an invoice is handled, there is no penalty for late payment by the Client. If the objection is found to be unauthorized, the Attorney is entitled to charge for the objection proceedings at the same rates as legal services. All billing correspondence, including e-mails, is archived in written form.
3. The Client acknowledges that failure in the case, unless it is demonstrably caused by negligence or intentional behaviour of the Attorney, but only by applying the Attorney's legal opinion, is not a reason for complaint.

## **IX.**

### **Termination of the legal representation**

1. The Client may terminate this contract at any time. The Client may do so by giving a termination notice to the Attorney in the period of notice which makes fifteen calendar days since the termination notice was delivered to the Attorney. The time limit begins to run on the first day after the day on which such notice was delivered to the Attorney.
2. The Attorney may terminate this contract only if:
  - a) the trust between the Attorney and the Client has been breached
  - b) the Client does not cooperate as required
  - c) the Client has not paid the Attorney's fees even after payment notifications
  - d) the Clients has not paid the advance payment as agreed upon
  - e) the Client repeatedly does not respect the professional view of the Attorney
3. The Attorney is always obligated to terminate the contract if she additionally learns of one of the following:
  - a) she has already provided legal assistance to another party whose interests are in conflict with the Client's interests,
  - b) the information the Attorney has about another client or a former client could unduly favor the Client;
  - c) persons related to the Attorney or her co-workers, especially family members, took part in negotiations concerning the case.

- d) the interests of the Client are in conflict with the interests of the Attorney, his/hers associates or the interests of the persons close to them.
4. The Attorney will terminate the contract without a notice period. Concerning the delivering to the Client it applies that the notification is effectively delivered to the Client on the 21st day after the day it is dispatched by the Attorney to the Client's address stated as a delivery address. The termination notification has to be sent by registered post with a confirmation of delivery. Should the Client not accept the termination notification, this fact is at the expense of the Client.
5. The Attorney will take all steps necessary to make the Client aware of the termination. Therefore, he will also send the text of the notice to all email addresses that the Client has used during the legal representation and will send the notice in an ordinary unregistered mail.
6. The Attorney is obliged within 15 days after the contract has been terminated to conduct all steps necessary in order to prevent the Client from suffering damages as a result. After the expiration of this time the Attorney is not liable for any Client's legal issues.
7. In case of withdrawal from the contract there apply the same rules for delivering and running of periods as stated in the section X. - 4. of this contract. If the consignment will not reach the Client on the postal address in fact, this actuality affects the Client.
8. Following the termination of this contract, the agenda will be handed over to the Client in the following manner:
- a) The case folder including copies of all folders concerning the case will be handed over to the client in an electronic form on USB disc, with the exception of one marked as "Client's folder" (III. – 3), which is intended to serve the purposes of the Legal office. Screenshots of the opened folders portraying all the documents will serve as a list of all the documents, which are being handed over to the Client.
  - b) In a material form, the Client will obtain only the documents, which the Attorney does not have in an electronic form. In material form, all original documents will be handed over to the Client, including all the rulings in the case concerned. The Attorney will create and attach a list of such documents. All the documents provided by the Client as evidence or other supporting materials for the case, which are a property of the Client, will be given back to them along with the rest of the agenda. The Attorney is entitled, however not obliged, to create a copy of any document, which has been obtained during providing legal services under this contract, including original documents, which are the Client's property, for the archiving purposes, in accordance with IX. – 9. The documents, which are being handed over will be arranged as they are being kept in the case folder, not in the order in which they have been provided by the Client.
  - c) The Attorney will invite the Client to take over the agenda by sending a written invitation to the Client's address in form of registered letter with return receipt. If the Client fails to come to the office after being invited twice, the agenda will be considered to have been handed over. The agenda is also considered to have been handed over to the Client if handed over to their new Attorney, if the Client requests the Attorney to do so in writing. Upon the Client's request, the agenda can also be handed over by being sent via the post.
  - d) The Attorney will prepare all the documents and other agenda to be handed over to the Client according to their agreement, usually up to 15 days after the period during which the Attorney is obliged to make all steps necessary, in order to prevent the Client from suffering damages as a result of this contract being terminated. If the Client does not wish the Attorney to make any steps following the termination of this agreement, which he/she declares in writing, the agenda will be handed over up to 15 days after the contract

has been terminated. The Client is not entitled to demand the agenda to be handed over at an earlier date.

9. The Client takes due note of the fact that according to the Advocacy Act the Attorney is obliged to archive a file agenda for a period of five years. After this period the file agenda may be shredded.

## **X.**

### **Liability for damage**

1. The Attorney is liable for any damage caused to the Client in connection with the provision of legal services hereunder even if such damage was caused by her representative, a lawyer or an employee of the Attorney.
2. The Attorney or its employees and representatives will be absolved from the responsibility if they prove that they did not cause the incurred damage.

## **XI.**

### **Duty of non-disclosure**

1. The Attorney is obliged to keep strictly confidential all information and data acquired in connection with provision of legal assistance to the Client. This duty of non-disclosure applies on all of the Attorney's workers who will take part in providing legal assistance hereunder. This duty applies also in relation to Client's workers and employees. Only the Client determines who of his/her employees is entitled to acquire information and what information should it be. The Attorney is obliged to hold information in confidence even after termination of the Client's legal representation.
2. The Attorney declares that all of her workers not covered by the Advocacy Act, such as secretaries, are contractually bound to confidentiality with respect to all information acquired in the course of working for the Attorney, her lawyers and her legal assistants.
3. In case confidential documents are provided to the Attorney in written form, she will secure them against being misappropriated.
4. The Client declares his/her agreement with the fact that on an issued invoice particular items concretely in relation to legal acts taken by the Attorney under the Client's name will be specified. The Client is aware of the fact that these specifications may be made accessible to the appropriate Revenue Authority examining an inspection of an accounting and a tax registry. These invoices also may be made accessible to an outside contractor of the Attorney who provides tax or accounting services to the Attorney. Outside contractor is also contractually bound to confidentiality. Such disclosure is not considered to be a breach of the Attorney's duty of non-disclosure.

## **XII.**

### **Special duties of the Attorney in relation to other laws**

#### **A.**

##### **Processing of personal data**

1. The Guarantor hereby acknowledges that his or her personal data will be processed by the Attorney for the purpose of fulfilling this Agreement on the Provision of Legal Services.
2. The Guarantor gives consent to copy of his identity document.

#### **B.**

##### **Obligation of the Attorney under Act No. 253/2008 Coll.**

1. The Guarantor further acknowledges that the Attorney is in accordance with § 2 section 1. subsection g) of Act No. 253/2008 Coll., on selected measures against legitimization of proceeds of

crime and financing of terrorism (hereinafter "the AML Act") obliged, when carrying out the activities specified in this provision (\*) and in the context of fighting such activities, to do the following:

- **identify** the client in the cases specified in § 7 of the AML Act in the manner specified in §8 AML of the Act
- **carry out client control** in accordance with § 9 of the AML Act to detect suspicious transactions
- **report** suspicious transactions to the Czech Bar Association in accordance with § 18 of the AML Act and the Resolution of the Board of the Czech Bar Association No. 2/2008

2. The control and reporting duties do not apply to the cases specified in § 27 section 1 of the AML Act (• provision of legal advice or the later determination of the client's legal standing, • defending the client in criminal law proceedings, • representation of the client in court proceedings, • provision of any legal advice concerning criminal proceedings or other proceedings before the courts, regardless of whether or not the proceedings have already been initiated or terminated)

3. For the purpose of this Act, a **suspicious transaction** shall mean a transaction the circumstances of which lead to a suspicion of legitimization of proceeds of crime or financing of terrorism or any other circumstance supporting such a suspicion.

(\*) the activities referred to in § 2 (1) g) the AML Act are in particular the safekeeping of money, securities or other valuables of the client, or when the services provided consist in negotiating on behalf of the client in the cases specified in this provision.

### **XIII.**

#### **Effectivity and validity of the contract**

1. The contract comes into effect at the moment it is signed by both parties hereto.
2. The contract comes into force when the advance payment for legal representation grant is settled according to the section VI. – 1. of this contract. Without this, the legal representation will not be assumed even in case the Attorney takes over the power of attorney from the Client.
3. The effect of the contract terminates after all legal assistance to be provided is performed. This contract is concluded for an indefinite period.

### **XIV.**

#### **Final provisions**

1. The Attorney undertakes to provide legal assistance duly and in a timely manner in line with the Client's instructions.
2. The Client undertakes to provide the Attorney with all required documents and to demonstrate full cooperation. The Client will instruct its legal department to be fully co-operative with Attorney.
3. The Attorney has not the duty to verify whether the information provided by the Client is accurate and/or complete, only when the completeness, internal integrity and accurateness of the information is a task of the Attorney or a legal audit of such documents is an Attorney's commitment.
4. The Client undertakes to inform the Attorney if he/she chooses to ask another law office for legal assistance or consultancy during the term of this contract. The reason for this provision is the co-ordination of the legal actions in the profit of the Client.
5. By signing the Contract the Client agrees with the making of a copy of his identity card, respectively. Taking a list of the personal data of the identity card, in accordance with Act No. 328/1999 Coll., On identity cards, as amended.

6. Matters not covered by this contract shall be governed by the Advocacy Act No. 85/1996 of the Coll., by the relevant provisions of the Civil Code and other general binding legal rules and regulations.

7. This agreement is done in two originals, one for each party hereto.

8. This agreement may be modified only by a written agreement or addendum mutually agreed upon by the parties hereto.

9. The Acting executive director: JUDr. Klára Samková, Ph.D., empowers to conclude this Contract: JUDr. Zuzana Suchá Balogh, Mgr. Lucie Ficková Krobotová, Mgr. Petr Procházka, JUDr. Michala Rabiňáková, Mgr. Lucia Ščerbová, Mgr. Heda Wichová.

In Prague, on.....

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JUDr. Klára A. SAMKOVÁ, Ph.D., Attorney

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**Client**

### **Guarantor's statement**

According to the provisions of Section 2018 et seq. Act No. 89/2012 Coll., Civil Code, as amended

Where a Client is a legal entity, within the meaning of Article I (3), a natural person acting on behalf of a legal person as guarantor shall be associated with such contract.

Guarantor, **Mr. / Mrs .....**, personal No.: **.....**, domiciled: **.....**, hereby bindingly and irrevocably declares that it will unconditionally cover/pay for all existing or future obligations of the Client - the Company **.....**, Identification Number: **.....** with registered office **.....**, entered in the Commercial Register kept at **.....** court in **.....**, section **...**, insert **.....** (hereinafter referred to as "Debtor"), including their accessories and contractual penalties resulting from the aforementioned Agreement on the provision of legal services concluded between Advokátní Kancelář Klára Samková s.r.o, Identification Number: 283 86 671, registered office: Prague 2, Španělská 742/6, postal code 120 00, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 137918, and the Debtor **..... on .....** and also the debtor's obligations arising out of, on or in connection with the Agreement, or upon its termination, which at the time of payment will not be paid by the Debtor. The Guarantor expressly declares that the wording of the Agreement on the provision of legal services is known to him.

The Guarantor undertakes to pay unconditionally any such secured claim of Advokátní Kancelář Klára Samková s.r.o., with which the Debtor finds itself in default. This payment by the Guarantor must be made within 10 days of the delivery of the call.

In Prague on \_\_\_\_\_

\_\_\_\_\_

Guarantor