

Framework Agreement for the Provision of Legal Services

Introduction

Before We can provide Our services to You, We need to enter into this agreement with You. We have tried to write it as clearly as possible. However, if there is anything You do not understand, please ask Us about it before signing. We will be happy to explain everything to You.

What do We think is the most important to You?

What do We offer to You?

PROVISION OF LEGAL SERVICES

Quickly and accurately, based on Your order. Attached is the first approved offer.

CONFIDENTIALITY

We already have this obligation by law and from the moment You provide Us with confidential information

INSURANCE

We are insured up to the amount of 250 000 000 Kč.

What do We require from You?

PAY THE REMUNERATION

3 200 Kč excluding VAT for every hour spent.

PAY THE DEPOSIT

In the amount of 30 % of the estimated remuneration, if We ask You to do so.

COMMUNICATE HOW WE CAN HELP YOU

Order legal services by phone or email, We will respond within 24 hours.

What else could be important?

DURATION

The agreement is concluded for an indefinite period of time.

INVOICE

We will issue an invoice after the end of each calendar month and send it to Your email along with a breakdown of the work performed. The invoice will be due 14 days from the day of issue.

Details can be found in the contract below.

1. SUBJECT OF THE AGREEMENT

- 1.1. We will provide legal services according to your instructions and orders. In return You will pay Us the agreed remuneration and expenses and provide Us with necessary assistance.

2. HOW WE WILL PROVIDE LEGAL SERVICES TO YOU

- 2.1. We will provide You with legal services based on your order. Orders can be placed in person, by phone or by email.
- 2.2. The period for the performance of the ordered legal services starts from the moment We confirm the individual order. However, if You do not provide Us with assistance within 2 business days from the day We ask You for it, the period for performance of the legal services shall be extended by the period for which You are late in providing cooperation.
- 2.3. We provide legal services, for example, through written opinions or research and personal, telephone or online consultations. We can fulfill Our obligations, for example, by sending written opinions or research to Your email address or completing agreed consultation.

3. REMUNERATION

- 3.1. For each hour spent providing legal services You will pay Us a remuneration of **3 200 CZK+ VAT ("Hourly Rate")**. We will always charge You for the actual time spent.
- 3.2. If You require Us to provide You with legal services at weekends or on public holidays, or between the hours of 9:00pm and 8:00am, the Hourly Rate for such cases will be increased by 100 % and the provision of services is always subject to Our prior approval.
- 3.3. For the time spent on the road, We are entitled to a compensation for lost time in the amount of 100 % of the Hourly Rate.
- 3.4. As part of the monthly billing, a flat rate of 3 % of billed amount for the legal services provided will be added to this amount, which covers internal administrative expenses associated with the provision of legal services.
- 3.5. At Your request, We will also inform You of the expected time scale before the work begins.
- 3.6. The remuneration does not include the cost of services of foreign partners and other external expenses, in particular the cost of any court and administrative fees, certification of documents, signatures, translations by external translators, courier services and travel expenses if necessary in connection with the provision of services. We will always approve all expenses beyond the scope of Our remuneration with You in advance.
- 3.7. In case We represent You in court or other proceedings, We are also entitled to reimbursement of the costs of the proceedings that the court awards You by a final decision. It may be that the court awards You of the costs in higher amount than of what You have already paid to Us in connection with the court proceedings. In such a case We will refund to You what You have already paid to Us in connection with the legal proceedings and retain the reimbursement of the costs of the proceedings awarded by the court. However, if the court awards You a right to reimbursement of the costs of the proceedings in an amount lower than what You have already paid to Us in connection with the court proceedings, We will refund You this lower amount.

- 3.8. Remuneration for hours worked and other expenses is payable on the basis of an invoice issued by Us within 15 days after the end of each calendar month for the 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 invoiced expenses. The invoice will be due 14 days from the date of issue.
- 3.9. If We provide You with more complicated services, after Your approval of their order, We may charge You an **advance payment** of up to 30 % of the estimated remuneration for the relevant legal service. You will pay the advance payment on the basis of a separate invoice issued prior to the commencement of the services for which We charge an advance payment.
- 3.10. Due to the constant increase in prices, We have agreed that the agreed Hourly Rate shall be automatically increased every year on 1 January or on a later date announced by Us by the inflation rate expressed as the increase in the average annual consumer price index for the previous calendar year, as announced by the Czech Statistical Office. We will round the increase up to the nearest ten crowns.

4. WHAT ARE YOUR OTHER OBLIGATIONS?

- 4.1. Your obligation is to provide Us with cooperation. By this We mean in particular the provision of clear, structured and comprehensive information. The scope and form of providing cooperation may be determined by Us. If You provide Us with incorrect or insufficient information, We will ask You to complete it.
- 4.2. If We represent You in relation to third parties, upon Our request you shall grant Us a written power of attorney for the necessary actions.

5. WHAT DO YOU AGREE WITH?

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

6. FINAL ARRANGEMENTS

- 6.1. Our cooperation is about trust. We rely on the information and documents received from You to be true and complete. Therefore, We shall not be liable for any damages arising from and/or in connection with information, documents, instructions, decisions and/or other materials of any nature whatsoever provided, given or otherwise obtained from You. We are also not liable for the legality, factual accuracy and 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 We are insured up to 250.000.000 CZK in case We cause damages.

- 6.3. All legal services and outputs related thereto, including all opinions, research or consultations, are intended exclusively for You. You may not disclose these outputs 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 when providing 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. Since the conclusion of this contract creates a contractual relationship between You and Us, We will include Your email in Our newsletter and send You news related to Our office. If You would not like to receive news, You can unsubscribe in each individual newsletter, or write to Us on email gdpr@sedlakovalegal.com.
- 6.6. If either of Us fails or forgets to enforce our rights under the agreement, We will not consider this to be a waiver of those rights going forward, nor will it establish an established practice among Us with future effect.
- 6.7. 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 previous agreements between the parties concerning its contents.
- 6.8. The contract is concluded for an indefinite period of time with the possibility to terminate it at any time without giving reasons with one month's notice.

Our details:

SEDLAKOVA LEGAL s.r.o., IČO: 056 69 871
with registered office at Purkyňova 648/125,
612 00 Brno
company registered at the Registry Court in Brno
file number C 97278 ("We")

Represented by: JUDr. Roman Tomek, Managing
Director
Bank: 115-4943220277/0100
email: roman.t@sedlakovalegal.com

Your details:

Client, ID:
with registered office at
company registered at the Registry Court in
file number ("You")

Represented by:
email:

Date: _____

Our signature: _____

SEDLAKOVA LEGAL s.r.o., Roman Tomek, Managing
Director

Dare: _____

Your signature: _____

Client, name of the signatory