

**Terms and Conditions for the Provision of Legal Services by Frank Bold Advokáti, s.r.o.:**

**1. What is included in the legal services provided by the law firm?**

**The legal services** we provide to our clients include in particular representing the client in court and before administrative authorities, drafting contracts and filings, and dealing with the client, the counterparty, other interested parties or the media, as well as making an initial legal analysis of the case brought to us by the client. Dealing means both personal contact and communication by telephone, email, fax or other means of remote communication.

**2. Who provides the legal services at the law firm?**

The law firm provides legal services to the client through its attorneys, lawyers cooperating on a permanent basis, associates or, where applicable, other professional colleagues and employees. At our law firm, we take great care to ensure that experience is shared and transferred among our lawyers and that the outcome is always quality work.

**3. How do we send written deliverables?**

In order to reduce the environmental impact and increase speed and efficiency, we favour electronic communication. We prefer to communicate with authorities and courts via data mailboxes. We send all written deliverables to our clients by email, unless they expressly wish to receive them by post. All electronic documents are sent in formats compatible with common software (doc, pdf).

**4. Who are our written outputs intended for?**

All written outputs of the law firm (e.g. legal analyses, opinions, memoranda, etc.) are confidential and intended solely for the client's use. Therefore, the law firm's written outputs cannot be disclosed to third parties, i.e. parties other than the client, or published without the law firm's prior consent, unless otherwise expressly agreed by the client.

### **5. How is the rate for legal services charged?**

The rate for legal services is agreed with the clients on an individual basis and is charged for each commenced ten minutes of each act of legal service.

The contractual remuneration of a law firm for administrative tasks related to the provision of legal services performed by law firm employees without a legal education (legal assistants or paralegals) is agreed at one third of the hourly rate for legal services agreed with the client, with every initiated ten minutes being charged. These typically include tasks such as viewing and copying of court files or legal research carried out by law students employed by the law firm.

If we estimate the hourly scope of legal services, it may not, inherently, always be possible to ensure absolute accuracy. Therefore, the time required to perform the requested legal services may increase by up to 20% as compared to the estimate; we do not consider such an increase to be significantly in excess of the original estimate or that it would require your permission. We will always charge only for the time actually spent on assessing and resolving your case.

The scope of legal services set out in the initial offer may change based on the amount of information and documents that might later be provided by the client and may require evaluation on our part. In this case, we will of course inform you in advance of any increase in the initial scope and ask for your approval.

In some cases, we set the price of the legal service as a so-called fixed (package) price. In this case, we guarantee the price of our legal service and specify in the offer which acts will be included in the legal service provided. Any additional work performed beyond the agreed list of acts is then billed at an agreed hourly rate for additional work.

### **6. Can the agreed rate be increased?**

Where the price for legal services is agreed at an hourly rate and legal services are provided on a long-term basis, the law firm has the right to unilaterally increase the agreed hourly rate, but no sooner than 6 months after the contract for the provision of legal services was made. The price may be unilaterally increased repeatedly, but no sooner than another 6 months have elapsed since the last increase.

In this case, we will notify the client at least 1 month prior to the planned increase of the increased hourly rate by email sent to the contact address the client has given us. The client has the right to terminate the contract for the provision of legal services. If the client does not terminate the contract within 1 month of receipt of the notice of rate increase, the increased hourly rate set out in the notice sent by the law firm will apply to legal services provided to the client after that.

### **7. How do you charge for the lost time?**

In the event that we do not provide legal services at the registered office of our law firm, we charge **compensation for the time lost** on the way to and from the place of providing legal services, as well as compensation for the time lost due to a delayed start of a meeting with the client, counterparty or other person or hearing in court or before an administrative authority, unless the delay was caused by the law firm. The rate of compensation for lost time is one third of the rate for legal services.

### **8. How are administrative and out-of-pocket expenses charged?**

We charge an amount equal to 2.5% of the legal fees as a lump sum reimbursement of telecommunication, printing, copying and postage costs, as it would be administratively demanding and time consuming to quantify these in detail. This amount also includes the costs of keeping a file, ongoing management and final checking of the accuracy of billing and invoicing to ensure that they are fully consistent with the service provided and the mutually agreed price or scope.

In the event that the handling of certain client matters requires other out-of-pocket expenses (e.g. court and other fees, expert opinions and professional statements, translations and copies or travel expenses), we will only charge for expenses reasonably incurred. If the law firm uses a car for this purpose, the travel expenses will be charged at the rate of CZK 10 per kilometre. Such out-of-pocket expenses will be individually quantified and billed to the client when issuing an invoice for legal services.

### **9. Does the law firm request an advance payment?**

The law firm is entitled to make the provision of legal services in a particular case conditional upon receipt of an advance payment. The advance payment is then duly invoiced to the client and can be paid, for example, by credit card [here](#).

### **10. How are legal services invoiced?**

The law firm usually invoices clients for legal services provided on a monthly basis, or after a specific act has been performed, on the basis of an electronic tax document sent to the client's e-mail address. The minimum invoice due date is 14 days from the date of sending the invoice to the client. Please note that our law firm is a VAT payer, and the agreed contractual fee, reimbursement of out-of-pocket expenses and compensation for lost time will be subject to **value added tax** in accordance with the regulations as effective at the time of invoicing.

### **11. What happens if a client does not pay on time?**

We understand that payment for legal services may be inadvertently delayed or that our clients may find themselves in financial distress. If it happens and you contact us promptly, we are prepared to deal with the situation flexibly (e.g. by means of an instalment plan or by providing security in the form of surety by another person etc.). However, if we do not reach an agreement on a solution within 14 days of the invoice's due date, you agree to pay us statutory late-payment interest and, starting from the 15th day of delay, **a contractual penalty of 0.1% of** the amount due for each day of delay.

**12. Is it possible to make a claim about the legal services provided?**

High-quality and professional service to our clients is our priority. A client is entitled to make a claim in writing to the law firm about the quality and quantity of the legal services provided immediately after they have been provided. In the event we find that there has been misconduct, the law firm will take all necessary steps to remedy the situation.

**13. Are there any special rights for consumers?**

In cases where the contract is made remotely or outside the premises of our law firm, clients who are considered consumers under the applicable laws have the right to withdraw from the contract for convenience within 14 days from the day following the date of acceptance of the offer. All clients-consumers have the opportunity to take advantage of a free out-of-court settlement of any dispute that may arise in the future from the contractual relationship between them and our law firm. In such case, it is possible to contact the Czech Bar Association ([www.cak.cz](http://www.cak.cz)) with a petition to initiate alternative dispute resolution. This resolution should be completed, as a rule, within 90 days of its initiation. The requirements for the petition are provided by Section 20n of the Consumer Protection Act.

**14. Is the law firm insured?**

In the event that a law firm causes damage to a client by culpable breach of its duties, it is obliged to make a claim under its **liability insurance**. The law firm is insured up to the amount of CZK 250,000,000.

**15. How do we handle and protect clients' personal data?**

In accordance with our [privacy policy](#).

**16. Do you know that in some cases we are a so-called obliged person, and do you know what it means for you?**

In cases provided under Section 2(1)(g) of Act No. 253/2008 Coll., on Certain Measures against the Legalisation of the Proceeds from Crime and the Financing of Terrorism (hereinafter referred to as the "Act"), we are an **obliged person**. This applies in particular to situations where we perform services such as escrow of money, securities or other assets, or if the services you require consist of acting on your behalf or on your account in arranging the purchase or sale of real estate or a business enterprise, managing money, securities, business shares or other assets for you, establishing, managing or operating a company, or making collections, payments, transfers, deposits or withdrawals of cash or non-cash payment transactions (the "**monitored activities**").

In the performance of the monitored activities, we are obliged to **identify** you in the manner specified in Section 8 of the Act, provided that the identification duty under Section 7 of the Act applies in a particular case. In the cases under Section 9(1) of the Act, we are also required to carry out client **due diligence** to assess the risks posed by a particular client and to ascertain suspicious transactions. The elements of client due diligence are defined in Section 9(2) of the Act. You **will provide** us **with the information and documents** necessary to carry out the identification or due diligence. Your active cooperation is required for the identification and due diligence; if you refuse to **cooperate**, we are not permitted to take your case and are obliged to refuse to carry out the respective transaction or to terminate the client relationship.

In connection with your identification and control, we are also obliged to **ascertain the beneficial owner of** a legal entity registered in a public register or a trust registered in the register of trusts. If we discover a suspicious transaction within the meaning of Section 6 of the Act during the performance of the monitored activities, we are **obliged** under Section 18 of the Act to notify the Czech Bar Association, which will forward the information to the Financial Analytical Office.

**These terms and conditions are effective as of 1. 12. 2023.**