



Překlad je pouze orientační. V případě rozporu mezi anglickou a českou verzí má přednost a je rozhodující verze česká.

## GENERAL TERMS AND CONDITIONS

### LAW FIRM KUČERA & ASSOCIATES

#### I. Introductory provisions

1. Law firm means Mgr. Jiří Kučera, attorney-at-law with registered office at Opletalova 1418/23, ID No.: 70758425 (hereinafter referred to as "**Law firm**") and in a broader sense also the collective of permanently cooperating attorneys and employees. An attorney at law is only a person who is registered in the list of attorneys at law maintained by the Czech Bar Association as an attorney at law.
2. Client means the recipient of the provided legal services (hereinafter referred to as "**Client**"; Client and Law firm together hereinafter referred to as "**Parties**").
3. The General Terms and Conditions of Business (hereinafter referred to as "**GTC**") regulate the rights and obligations between Law firm and the Client not separately regulated in the contract for the provision of legal services (hereinafter referred to as "**Contract**") or in the e-mail communication between the Client and Legal firm. The GTC are a part of the Agreement between Legal firm and the Client and are available on Legal firm's website: <https://www.kuceralegal.cz/>, where other information about the provision of legal services is also published.
4. When providing legal services on a larger scale, especially in the area of long-term provision of legal services or project implementation, a special contractual document is usually concluded in agreement with the Client, containing the specifics of the client relationship and specific payment terms for legal services.
5. The contract may be concluded orally or in writing. The contract between the Legal firm and the Client (usually in the context of a one-off legal service or small-scale services) is concluded at the moment of immediate acceptance of the offer made by the Legal firm orally or in writing by technical means (telephone, fax, electronic mail, written communication).
6. Unless otherwise agreed, the contract between Legal firm and the Client is negotiated with a condition precedent for the effectiveness of the Contract from the moment of payment of the agreed advance by the Client to Legal firm's account, if the advance is required from the Client.



The Legal firm shall not be obliged to provide legal services before the deposit is credited to Legal firm's account.

## II. Staffing and acting for the law company

1. The staffing of the Legal firm is as follows:

### Attorneys:

- **Mgr. Jiří Kučera**, attorney at law, e-mail: [jkucera@kuceralegal.cz](mailto:jkucera@kuceralegal.cz), tel.: +420 273 134 330, mobile tel.: +420 604 242 241;
  - **Mgr. Karel Machačka**, permanently cooperating lawyer, e-mail: [kmachacka@kuceralegal.cz](mailto:kmachacka@kuceralegal.cz), tel.: +420 273 134 332, mobile tel.: +420 734 854 856;
  - **Mgr. Zdeněk Smrček**, permanently cooperating lawyer, e-mail: [zsmrcek@kuceralegal.cz](mailto:zsmrcek@kuceralegal.cz), tel.: +420 273 134 336, mobile tel.: +420 734 854 855;
2. The Legal firm is authorized to authorize any of its attorneys, staff or students to perform the legal services provided. The fact that the legal service was performed by an associate or student is not a reason for a reduction in the rate.
3. The contact for the conditions for the provision of legal services in specific cases is Mgr. Jiří Kučera, attorney at law.

## III. Subject of the Contract

1. The Legal firm undertakes to provide the Client with a legal service or to provide several legal services and related necessary administrative activities according to the Client's assignment (hereinafter referred to as "**Legal Services**"). The Client undertakes to pay Legal firm a Fee for the provision of the Legal Services under the terms and conditions agreed in the Agreement and set out in these GTC.
2. When providing legal services, the Legal firm is bound by the legal code of the Czech Republic and, within its limits, the Client's instructions. The Legal firm is obliged to defend the rights and interests of the Client at all times.



3. The Legal firm is obliged to protect and promote the rights and legitimate interests of the Client and to follow the Client's instructions. However, it shall not be bound by the Client's instructions if they are contrary to law or statutory regulation. In the performance of advocacy, the Legal firm is obliged to act honestly and conscientiously, to make consistent use of all legal means and within their framework to apply in the interests of the Client everything that it considers beneficial.
4. The Legal firm has a legal obligation to maintain confidentiality of all facts of which it has become aware in connection with the provision of Legal Services under the Agreement. Its employees and collaborators are under the same obligation. The duty of confidentiality does not apply in cases where Legal firm is under a legal obligation to prevent the commission of a crime.

#### IV. Legal firm reward

1. Unless specifically agreed otherwise (within the framework of the pro bono activities of the Legal firm), the Legal firm provides Legal Services in principle for a fee in accordance with Decree No. 177/1996 Coll., as amended (hereinafter referred to as the "**Advocate's Tariff**"). The specific amount of the fee (hereinafter referred to as the "**Fee**") for the Legal Services is specified in the Agreement.
2. The price may be determined as a time contractual fee, an action contractual fee, a lump sum contractual fee or as a share contractual fee, or in any other way by mutual agreement between the Client and Legal firm. The amount of the fee depends on the type of legal problem to be solved, as well as the professional and time complexity. Unless otherwise agreed, the agreed fee shall be deemed to be a time-based contractual fee at Legal firm's lowest usual hourly rate.
3. Unless otherwise agreed in the Contract or in the e-mail communication between the Client and the Legal firm, the Legal Service is provided in accordance with Section 4(1) of the Advocate's Tariff at an hourly rate. The fee shall be charged by time periods, for each quarter hour commenced. The fee of the Legal firm for one hour of Legal Services is:
  - a) for the provision of Legal Services to a person who is a natural person and the subject of the Contract is not related to business in the amount of CZK 3,200 plus VAT;
  - b) for the provision of Legal Services to a person who is a legal entity, or the subject matter of the Contract is related to business, or there is a foreign element in the subject matter of the Contract, or there is a foreign language element in the performance of the subject matter of the Contract, at least CZK 3,500 plus VAT.
  - c) for the provision of Legal Services abroad in the amount of CZK 4.500,- plus VAT.



4. In the case of a time-based contractual fee, the Client pays the agreed fee to the Legal firm according to the time spent on providing the Legal Service (including the necessary administration), or handling the Client's request.
5. VAT is added to the Fee and out-of-pocket expenses unless otherwise agreed in the individual case (e.g. if the Legal Service is provided by a non-VAT registered lawyer). Court and administrative fees are exempt from VAT. The Fee determined in accordance with these GTC does not include court fees, administrative fees or other fees or other out-of-pocket expenses related to the provision of the Legal Service.
6. Unless otherwise agreed, activities and administrative services directly related to the Legal Service are also considered billable Legal Services. The related activity and administrative service includes, for example: a) keeping records and analysis of documents received (e.g. from the opposing party, court, administrative authority), printing, scanning, maintaining the file, or handing over the file at the end of the representation, b) studying decisions, legal analyses and specialist literature related to the Legal Service provided, c) providing information on the course of the Legal Service, d) telephone, email, personal communication (with the Client, opposing party, state authorities, etc.) in relation to the Legal Service provided, f) other administrative services.
7. The Legal firm expressly advises Clients that telephone calls with Legal firm are also charged, regardless of whether the call is made by the Client or Legal firm. A call is charged for every 15 minutes that it lasts. The minimum amount charged is therefore 15 minutes of call time.
8. The Legal firm also explicitly informs Clients that e-mails are charged as legal services, with regard to their length, where every 15 minutes is charged, except for e-mails whose content is only a confirmation of an appointment or similar e-mails.
9. The Legal Services provided do not include securing and assembling evidence relating to the case. The securing and assembling of evidence from materials provided by the Client into a form suitable for use as evidence is charged in the same manner as the provision of Legal Services.
10. The Client is obliged to make an advance payment to the account of Legal firm immediately after the conclusion of the Agreement or at any time during its term, if Legal firm requests it. Legal firm is entitled to refuse to provide the Legal Services or to suspend their provision if the Client fails to pay the deposit within the time required by Legal firm or in a sufficient amount.



11. Prior to providing legal services, Legal firm shall, at the Client's request, make a preliminary calculation of the costs of such services according to the information provided by the Client. The estimated Fee is determined according to the complexity of the case, the nature of the requested Legal Services, the number and complexity of individual acts. The Client acknowledges that the estimated Fee is a non-binding rough estimate and may differ substantially from the final time required to process the request. Legal firm bases the scope on the facts disclosed by the Client upon acceptance of legal representation. Legal firm is not responsible for any change in the scope of the Legal Services that must be performed to achieve the purpose and objective of the Legal Services provided.
12. The drafting of a legal text can generally be estimated at approximately 1 hour per page of legal text. In legally complex cases, where the legal text contains references mainly to specialist literature, legal norms, case law, etc., the drafting can be estimated at up to 2 hours or more per page.
13. The client is obliged to pay the Legal firm:
  - a) reimbursement of expenses related to the activities carried out for the benefit of the Client, in particular the payment of court fees in the form of stamps or direct payment of local or administrative fees, as well as postage and other costs necessary to fulfill the obligation assumed by the Contract;
  - b) compensation for the time missed under the conditions set out in § 14 of the Lawyer's Tariff for CZK 750,- for each half-hour spent on legal aid services, including within the territory of the Capital City of Prague. (e.g. waiting for the commencement of the hearing, time spent travelling to the hearing, etc.);
  - c) reimbursement of travel expenses in accordance with the applicable legislation on travel reimbursements and according to the actual costs incurred; AK is entitled to use the car for the purpose of taking care of the Client's business and the Client expressly agrees to this;
  - d) reimbursement of other expenses reasonably incurred in connection with the provision of Legal Services to the Client.
14. The Client is obliged to reimburse Legal firm for administrative and other fees, local call charges, domestic postage, shipping and other reasonable costs in full. Prices for reimbursement of out-of-pocket expenses may be increased by the statutory rate of value added tax. Legal firm is entitled to use the car for the purpose of attending to the Client's legal affairs.
15. Legal firm is entitled to charge for the execution of the authorized document conversion the amount of 100,- CZK plus VAT for each page of the converted document.



16. Legal firm is entitled to charge for each declaration of authenticity of signature the amount of 100,- CZK plus VAT for each such declaration.
17. In the case of submission of documentation in a language other than Czech, the Legal firm is entitled to commission a qualified translator to provide an official translation. The client is obliged to pay the translation costs in full.
18. The working hours of the Legal firm are on weekdays from 9:00 to 17:00. In the event that the Client requests the Legal Service to be processed on an exceptionally express basis, i.e. within 24 hours of the request, AK shall be entitled to charge an increased Fee corresponding to 200% of the agreed hourly rate plus VAT. The same percentage increase shall also apply to compensation for missed time pursuant to Article IV, paragraph 13(b) of these GTC.
19. In the event that the Legal Service requested by the Client is performed on the Client's instruction outside working hours, or the nature of the matter implies the need for its provision outside working hours, or is requested to be processed expressly, i.e. within 48 hours of the request, Legal firm is entitled to charge an increased Fee corresponding to 150% of the agreed hourly rate plus VAT. The same percentage increase shall also apply to compensation for missed time pursuant to Article IV, paragraph 13(b) of these GTC.
20. In accordance with the statutory regulations which the Legal firm is obliged to follow, the amount of the Legal firm's remuneration must be at least equal to the amount of the legal representation costs determined by the court or other authorised body in the decision ending the case. In the event that the fee between the Client and the Legal firm has been agreed upon at a lower amount, the Legal firm shall be entitled to a fee equal to the amount of the compensation for legal representation costs awarded to the Client by the court or other authorized body.
21. Unless otherwise specified in the Agreement, the Client agrees that Legal firm shall indicate Legal firm's bank account as the bank account for payment of the recovered performance and that Legal firm's Fee together with all out-of-court expenses shall be set off against the amount recovered in enforcement or discovery proceedings or against the amount recovered from an out-of-court settlement. The Client authorises Legal firm to collect all payments. This arrangement shall survive the termination of this agreement.



## V. Billing

1. Unless otherwise agreed, the remuneration of the Legal firm is payable once a month on the basis of an invoice, which will be issued with a due date of 10 days from its delivery. The invoice shall include a breakdown of the tasks performed. The Client expressly agrees to the invoice being sent electronically by email.
2. If the Client and Legal firm agree otherwise, or if it seems appropriate given the circumstances of the case, Legal firm may issue an invoice after a longer or shorter period of time, or with a different due date.
3. In case of delay in payment of the invoice, the Client is obliged to pay to Legal firm a contractual penalty of 0.1% of the invoiced amount for each day of delay and in addition a contractual penalty of CZK 5,000 for each full month of delay until full payment. Payment of the contractual penalty shall be without prejudice to the claim for damages.
4. In case of delay in payment of the invoice, Legal firm is entitled to send a written reminder to the Client. For the reminder, Legal firm is entitled to a fee of CZK 1,200,- plus VAT, payable within 7 days, as a lump sum compensation for the costs associated with the claim. Legal firm is entitled to call the Client to pay the outstanding invoice every month until the invoice for legal services including the invoice for the fee for sending the reminder is paid in full.
5. The Legal firm is entitled to suspend the provision of Legal Services under the Agreement if the Client is in arrears for more than 15 days with the payment of the deposit or the Fee for Legal Services. Legal firm is entitled to suspend the provision of Legal Services until the amount of the advance payment or Fee is credited to Legal firm bank account.

## VI. Case management and communication between the AC and the Client

1. Communication and case management is entrusted to the specific Legal firm attorney listed in Article II of these GTC. There may be more than one attorney authorized to communicate with a client. However, this does not preclude another employee or associate of Legal firm from communicating with the Client. Specific legal acts are performed on behalf of the Legal firm by the attorney in charge of the Legal firm, or by an employee of the Legal firm assigned to them, depending on the complexity of the act and the work schedule of the Legal firm.
2. The Legal firm negotiates with the Client:



- a) personally;
  - b) by phone;
  - c) methods of electronic communication, in particular through; a. e-mail;
  - d) data boxes;
  - e) videoconferencing.
3. The Client agrees with Legal firm upon taking over the case on the purpose and goal that the Client wants to achieve through the Legal Services in the given case, unless the goal is not obvious from the nature of the Client's request (e.g. recovery of an unpaid invoice).
  4. The Client shall provide the Client's personal and contact details upon request to Legal firm. The Client is obliged to notify Legal firm without delay of any changes to these data; if the Client fails to do so, the Client is responsible for the difficulties associated with contacting and delivering the Client in particular. If Legal firm responds to the Client's e-mail, it does so in the form of a "reply to sender's address". If the Client uses an email address other than his/her own to communicate with Legal firm, he/she shall be fully responsible for communication to the address he/she first used. The email address used by the Client automatically becomes the next communication address in addition to the address provided by the Client. The same applies to telephone or other contact.
  5. The Client acknowledges that e-mail messages are deemed to have been received no later than on the 3rd day after the respective message is sent to the Client's contact address. If the Client does not receive the said message, it is his/her responsibility.
  6. The Legal firm, after getting acquainted with the case and the documentation submitted by the Client, will provide the Client with a legal opinion on the case and the options for resolution. The Legal firm bases its legal assessment on the information provided by the Client. If new facts come to light later which the Client has not disclosed to Legal firm and which could have an impact on the change of the legal assessment of the case, Legal firm is not responsible for the initial legal assessment of the case.
  7. The Client is obliged to provide Legal firm with all necessary cooperation to fulfil its obligations under the Agreement, in particular to provide AK with all necessary documents and information upon request. The Client undertakes to fully and truthfully inform Legal firm of all facts and circumstances related to the matter.
  8. The Client is responsible for ensuring that all information and documents provided to Legal firm that can be used as factual or documentary evidence are authentic and unaltered. Thus, the Client





shall be solely liable for the commission of a criminal offence under Section 347a of the Criminal Code in the event of a breach of this obligation.

9. Pursuant to Article 6(3) of the Resolution of the Board of Directors of the Czech Bar Association No. 1/1997 of the Bulletin establishing the rules of professional ethics and rules of competition of attorneys of the Czech Republic (Code of Ethics), as amended by later resolutions of the Assembly, the Legal firm is not entitled to verify the truthfulness or completeness of factual information provided by the Client without the Client's consent.
10. The Legal firm acts in reliance on the authenticity and accuracy of the documents, documents and statements submitted to it by the Client and shall not be liable for the outcome of the provision of legal services in the event that false and/or incorrect documents or statements are submitted to it.
11. The Client undertakes to always indicate the file number relevant to the specific case in the subject line of the e-mail communication, from the moment the assignment of this Legal firm file number is notified to the Client. The sending of an e-mail with the file number in the subject line shall also be deemed notification.
12. If necessary, the Client shall issue a power of attorney to the attorney to the extent necessary to perform the attorney's duties under the Agreement.

## **VII. Termination of legal representation**

1. The Client is entitled to terminate the Legal Services Agreement at any time, even without giving any reason. The Client must terminate the Legal Services Agreement in writing and such termination must be delivered to Legal firm. The revocation of the power of attorney by the Client shall also be deemed to be a written termination of the Legal Services Agreement. Termination of the Legal Services Agreement shall also be deemed to be a revocation of the power of attorney.
2. Upon termination of the legal representation, the Legal firm is obliged to hand over to the Client, at the Client's request, documents from the file, in particular documents that the Client has handed over to the Legal firm on the case, as well as reports and decisions of courts and administrative authorities and the final version of documents ordered by the Client, if the Legal firm has not already handed them over to the Client. The documents will be handed over to the Client after payment of the Fee for the Legal Services has been made. Legal firm is entitled to make a copy of the documents handed over to the Client for archiving purposes.



3. The Legal firm may terminate the contract or request the Bar Association to appoint another lawyer if the necessary trust between the lawyer and the Client is broken or if the Client does not provide the necessary cooperation. Similarly, the Legal firm is entitled to terminate the Contract if the Client is in arrears for more than 15 days with the payment of the advance payment or the Fee for Legal Services and in cases provided for by law or the regulations of the Bar.
4. The Legal firm is always obliged to terminate the Contract if it subsequently finds out that it has already provided legal assistance to another person whose interests are in conflict with the interests of the Client, as well as as a result of the fulfilment of other reasons pursuant to Section 19(1) of the Advocacy Act.
5. In the event of termination by the Legal firm, the Client, after due notice, expressly states that it does not insist on compliance with the 15-day period for taking urgent Legal firm actions.
6. Upon termination of the Contract, the Client shall be obliged to pay Legal firm the Fee for the Legal Services rendered on the basis of an invoice.
7. The notice period for a notice given by the Legal firm is two weeks and starts on the first day of the week following the week in which the notice was delivered to the Client, except for the notice under points 3. and 4. above, where no notice period is agreed and the termination of the contractual relationship occurs on the day following the delivery of the notice.
8. In the event that the Client terminates the Contract by notice without giving any reason, the Client shall be obliged to pay the Fee according to the Contract during the notice period. Upon termination without cause by the Client, all claims of Legal firm against the Client shall become due and payable.

#### **VIII. Exclusion of liability**

1. The Legal Services do not include the provision of tax advice and Legal firm is not responsible for information provided in the Legal Services insofar as it relates to tax advice. Thus, the content of the Legal Service does not include the tax consequences of the proposed legal solutions and Legal firm recommends the services of a tax advisor to the Client in accordance with this provision of the GTC.



2. The Legal firm shall not be liable for any failure in the case unless it was caused by a breach or neglect of the Legal firm's duties.
3. Legal services are processed for the exclusive use of the Client. No one other than the Client may refer to the Legal Services. We shall not be liable in relation to any third parties, even if this opinion is provided to third parties with our consent.
4. The Legal firm shall not be liable for the authenticity of documents and factual or documentary evidence obtained from the Client.
5. Legal services are provided on the basis of the facts stated by the Client. The Legal firm shall not be liable for the Client's failure to provide all the assistance to Legal firm.
6. Legal firm does its best to secure electronic communication between it and the Client. However, Legal firm does not exclude the possibility that the interference of third parties may result in the disruption of such communication, or the transmission of computer viruses or other negative consequences associated with this type of communication. By contacting Legal firm via e-mail, SMS or other similar electronic communication methods, the Client accepts all risks arising therefrom. Legal firm shall not be liable for any such disruption of communication, transmission of computer viruses or the occurrence of other negative consequences associated with electronic communication that are beyond its control.

## IX. Privacy Policy

1. Legal firm, as the controller of the personal data provided to it by the Client on the basis of the Agreement, undertakes to process such personal data in accordance with legal regulations, in particular Act No. 85/1996 Coll. (the Advocacy Act) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
2. Information related to the processing of the Client's personal data is contained in the information memorandum available at [www.kuceralegal.cz](http://www.kuceralegal.cz). By signing this Agreement, the Client confirms that he/she has read the text of the Inform Memorandum.



## X. AML

1. Legal firm is obliged to fulfil the obligations imposed by Act No. 253/2008 Coll. on certain measures against the legalization of the proceeds of crime and the financing of terrorism (Anti-Money Laundering Act / AML). The fulfilment of these obligations applies to the safekeeping of the Client's money, securities or other assets, and to cases where the services required are to consist or consist of acting on behalf of or for the account of the Client in cases specified by the AML. In such cases, the Legal firm is obliged to identify the Client at the latest when it is apparent that the value of the transaction exceeds EUR 1,000.00. Regardless of the limit set, the Legal firm shall identify the Client whenever the transaction is suspicious as defined by the AML. The Legal firm is further obliged under the AML to retain for a period of 10 years from the AML verification the identification data obtained during the identification of the Client, including copies of the Client's documents. Furthermore, the Legal firm is obliged to notify the Czech Bar Association without undue delay of a suspicious transaction under the AML definitions, no later than within 5 calendar days from the date of discovery of such transaction. The Legal firm is also entitled to request mediated identification from the Client in cases where the situation so requires and the Client is obliged to make such identification at his/her own expense.

## XI. Consumer protection and non-contractual dispute resolution

1. If the Client acts outside the scope of his/her business activity or independent exercise of profession, the legal relationship between the Client and the Legal firm is also governed by the provisions of § 1810 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll., on Consumer Protection, as amended.
2. If the Client is a consumer, he/she has the right to an out-of-court settlement of a dispute under the Contract pursuant to the provisions of § 20d et seq. of Act No. 634/1992 Coll. (Consumer Protection Act), of which Legal firm hereby informs the Client pursuant to the provisions of § 14 of the Consumer Protection Act. The Czech Bar Association, with its registered office at Národní 16, 110 00 Prague 1, is competent to resolve consumer disputes on the basis of a mandate from the Ministry of Industry and Trade of the Czech Republic. Contact details: [epodatelna@cak.cz](mailto:epodatelna@cak.cz), mailbox ID: n69admd, Prague branch: Národní 16, 110 00 Praha 1; Brno branch: nám. Svobody 84/15, 602 00 Brno.
3. Out-of-court dispute resolution can be initiated at the Client's request after the prior assertion of the right that is the subject of the dispute with Legal firm within 1 year. Before filing a motion to initiate proceedings with the Czech Bar Association, the Client is obliged to submit his/her



claim to the Legal firm and negotiate an amicable settlement of the dispute. Only after unsuccessful negotiations on an amicable settlement of the dispute between Legal firm and the Client, the Client shall apply to the Czech Bar Association.

4. For more information on out-of-court dispute resolution, the Client may contact the Legal firm, the Czech Bar Association, the Czech Trade Inspection Authority or the Ministry of Industry and Trade. Further details on out-of-court resolution can also be found directly in Act No. 634/1992 Coll., on Consumer Protection.

## **XII. Governing Law and Jurisdiction**

1. The legal relationship between Legal firm and the Client is governed by the law of the Czech Republic.
2. For all disputes between Legal firm and the Client arising out of the Agreement, the exclusive local jurisdiction of the court having jurisdiction at the registered office of Legal firm is agreed.

## **XIII. Final Provisions**

1. The GTC shall always apply in the version valid and effective on the date of conclusion of the relevant Agreement or on the date of provision of the relevant Legal Service.
2. The provisions of the Contract take precedence over these GTC and the dispositive provisions of the relevant law.
3. These T&C shall come into force and effect on March 1, 2023 and ending on October 31, 2023.