

## AGREEMENT ON LEGAL SERVICES AND BRIEF

The present agreement on legal services and brief was concluded by and between

Name:

Address:

as Principal (hereinafter: **Principal**) and

Name: **Dávid and Partners Law Office**

Seat: 1026 Budapest, Gárdonyi G. u. 62.

Represented by [...] attorney-at-law, hereinafter referred to as **Solicitor**, at the undersigned place and date with the following conditions:

### 1. PARTIES' AGREEMENT

1.1 The Contracting Parties agree that the Principal assigns the Solicitor to perform legal counseling, drafting of documents and other legal representational tasks:

[...]

**File number:** [...]

1.2 Principal declares that it shall provide the detailed facts of the case, the necessary documents, information and any and all other necessary conditions to the Solicitor in time. In consideration of non-disclosure regulations Principal has not willing to contain herein each and all particulars of the assignment and it also confirms that the information contained herein are completely adequate, satisfactory and articulate.

1.3 Parties in contract agree that the assignment of the Solicitor shall terminate by the complete execution of the case subject to the assignment. In consideration of the right of free selection of attorney-at-law and of client Parties obtain their right to terminate the present assignment without reasoning at any time. In case of termination the Parties shall perform the accountings towards each other and the Solicitor shall be entitled to request and receive the proportional legal fee, the expense allowance, the reimbursement of expenses or the amount thereof accounted upon the number of work hours. In case no further actions have yet been performed but the examination of documents and facts 3 work hours the least shall be charged. In case further actions (i.e. submission of complaint, conclusion of precontract, submission of application, etc.) have already been performed 6 work hours the least shall be charged regarding the legal fees and the expense allowance.

### 2. LEGAL FEE AND PAYMENT

2.1 The Contracting Parties agree Solicitor, as a consideration of the fulfillment of the legal services, will apply the following fees:

*HUF 30.000 + VAT (27%)/ hour, that is gross HUF 38.100/hour*

The office keeps record of the hours in timesheets which are attached to the invoice. Payment shall be made within 8 days of the receipt of the invoice.

2.2 In addition the Principal shall bear any and all other costs arising from travels to abroad in order to execute the assignment and any and all other costs, expenses, duties, taxes, contributions, expert fees arising from the execution of the assignment and any and all other expenses and costs arising from the execution of the assignment but not detailed herein.

- 2.3 According to our policy the amount of the charged legal fees is adjusted to the object value of the assignment, the necessary professional acquaintance, the quality of the services provided by the law office and to the complexity of the case along with the requested work time. In case the facts contained hereunder shall fail to serve as a satisfactory basis of calculation we offer a so called flat rate to our clients that includes the fulfillment of the particular legal tasks along with a general availability on a month regular basis or the legal office charges the legal fees mentioned herein after each inchoate hour and involved colleague.
- 2.4 In case the legal fees are determined in a fixed amount we shall not record a separate registry on the work hours regarding the case. In case of hourly settlement the client is advised of the further requested time after each inchoate 10 work hours and we shall only proceed with the workings upon the receipt of consent of the client.
- 2.5 In connection with the monetary deposits over the agreed legal fees the Solicitor shall not request any further payment from the Principal but Principal shall not entitled for any interests and it shall bear any and all costs of bank transfers and cash withdrawals.
- 2.6 Upon custodian services our office comply with the obligation of fulfillment of client's and case's due diligence in respect of the legal regulations regarding the prevention and obstruction of finance of money laundering.
- 2.7 A monetary deposit exceeding HUF 100.000 shall be accepted and paid by bank transfer only. Regarding the depression of public safety the office shall not bear any liabilities in connection with the monetary deposit exceeding HUF 100.000 paid personally to the cash-desk of the office, the office expressly rejects any kind of responsibilities thereof. Having regard to this, we kindly ask our clients to perform the payment of deposit by bank transfer only.

### **3. DECLARATIONS OF THE PARTIES**

- 3.1 Solicitor declares that its partners and colleagues shall act in the case of the present agreement with respect to their best knowledge and ability and to the professional regulations within the frame of legal regulations but Solicitor hereby declares that the agreement on legal services is not a performance contract. The legal office is liable for the compliance with legal regulations of those documents and for compliance with the deadlines stipulated in legal regulations and for the attendance of trials and of other administrative actions that are in connection with the agreement on legal services and that are essential for favorable judgment of the case. In course of execution of the agreement the office recognizes a high importance to the rationalization of the client's costs far as possible and to the avoidance of unnecessary actions.
- 3.2 Regarding the nature of the agreement on legal services the law office shall not warrant the unconditional and complete success of the agency contract as the intension of its assistance is to represent the Principal's interest and it is not entitled to make final or any decisions in the case. The Solicitor obtains the right to decide about the forms, instruments and styles of expression of the agreed legal position.
- 3.3 The client shall bear each any all damages, costs, forfeiture arising from the client's delays of providing data or document or from failure of client's duty of payment.
- 3.4 Upon the present agreement the Solicitor restricts its legal and material liabilities and its liability for damages in connection with the case. In light of the above the Parties agree that save for the damages caused by premeditated crimes the Solicitor expressly limits its material liability to the gross amount of legal fees, expense allowance and out-of-pocket expenses and rejects any further claims exceeding thereof to the extent that this is permitted by the Hungarian Civil Code.
- 3.5 The law office has insurance in accordance with the provisions of Act on Lawyers. The law office has completed the identification of the clients as follows:

### **AZONOSÍTÁSI ADATLAP/DUE DILIGENCE DATA FORM**

**KIZÁRÓLAG A SZOLGÁLTATÓ TÖLTHETI KI! - A Pmt. 7. §-ban előírt kötelezettség végrehajtásához/  
ONLY THE SERVICE PROVIDER CAN FILL IT IN! - For the execution of the obligations in Act LIII of 2017  
on the prevention of Money Laundering and financing of Terrorism**

Individual (personal) client's data (right answer shall be marked with x):

családi és utónév/surname and given name:							
születési családi és utónév/birth surname and given name:							
állampolgárság/ citizenship:		egyéb/ other:					
születési hely/idő/ place and date of birth:							
anyja születési neve/ mother's maiden name:							
lakcím, annak hiányában tartózkodási hely/address							
azonosító okmány típusa/type of personal identification documents:	<input type="checkbox"/> Személy- azonosító igazolvány	<input type="checkbox"/> Lakcím- igazolvány	<input type="checkbox"/> Vezetői engedély	<input type="checkbox"/>	<input type="checkbox"/> Útlevel	<input checked="" type="checkbox"/> Személyi Azonosítót Igazoló Hatósági Igazolvány	<input type="checkbox"/> Egy éb
száma(i) sorrendben/ number(s) in order:							

Data was collected by Dr. Dávid Zsófia, on the date of signing.

#### 4. PARTNERS AND AGENTS

- 4.1 The execution of the present agreement is a duty of Dr. Dávid Zsófia, attorney-at-law, partner of the Office.
- 4.2 The Solicitor obtains the right to appoint an agent of the office to proceed in the case by the consent of the attorney-at-law on duty in case such appointment is necessary due to the schedule of the office or congestion of trials or any other important reasons.
- 4.3 The law office hands over to the client each and all received documents upon the termination of the present agreement and the termination of settlement of legal fees and expense allowance. Due to security reasons from the 30<sup>th</sup> day following the termination of the case we are to retain no other documents than those that

are to be retained in accordance with the provisions of the Act on Lawyers and of other legal regulations within the deadline contained therein.

4.4 We shall provide the documents of a case in progress upon advance payment of the legal fees received from the Principal.

**5. NON-DISCLOSURE, DATA PROTECTION**

5.1 The office expressly complies with the obligation of confidentiality of the client-attorney relationship. In light of the above it shall provide documents or information to no other parties than the Principal or any other persons acting on behalf of it. The Solicitor undertakes either to return directly to the Principal or to erase within 30 days from the performance of the task contained herein or from the final and binding termination of the case or from the termination of the process or from the receipt of client's notice each and all note, information, document, phone number, bank account number, personal data, minutes of negotiations, photograph, video, recording, settlement or any other data unnecessary for the further process in connection with the present agreement. The aim of the aforementioned process is to provide non-disclosure and client's data protection.

5.2 Regarding the questions not regulated in this agreement Parties agree to accept the regulations of the Hungarian Civil Code, the Act on Lawyers and other legal regulations in connection with agency contracts.

5.3 Parties in contract undersign the present agreement on legal services and brief as being in consent with their wills. Principal declares that the present agreement is deemed to be a brief as well.

Place and date: .....

.....  
Principal

.....  
**Dr. Dávid Zsófia**  
Solicitor / Attorney-at-law