

ATTORNEY MANDATE
GENERAL TERMS AND CONDITIONS
(01/03/2023)

subject to the individual attorney mandate concluded between the **Client**, hereinafter referred to as client – and

Dr. Oliver Bohanek attorney-at-law / Dr. Orsolya Fekete attorney-at-law

as the **Attorney** – hereinafter referred to as attorney.

1. AGREEMENT OF THE PARTIES

- 1.1 The contracting parties hereby constitute a mandate between the client and the attorney in regards to the case specified in the registration form.
- 1.2 It is declared by client that in a timely manner he/she shall furnish attorney with all the necessary details, data and all the relevant conditions, including all documents that may be required to handle the case. The specific details of the case are registered in the registration form drafted by attorney. A registration form may not necessarily be rendered in cases where only legal advice is sought by client.
- 1.3 The parties agree that the duration of the mandate ends when the case is fully resolved, closed. Parties may end the mandate anytime without giving specific reasons to the other, thus upholding their freedom to choose their attorney or client respectively. When ending the mandate the parties take account in respect that attorney is proportionately entitled to the agreed fee, or otherwise remuneration for the rendered working hours including expenses. If no procedural action has been taken, only reviewing of clients documentation and analysis of the circumstances of the case, a minimum fee of 3 (three) working hours shall be charged, if legal action has taken place – e.g. filing of a lawsuit, submission of petition, precontracting ect. a minimum of 6 (six) working hours and certified expenses shall be charged.

2. ATTORNEY FEE

- 2.1 The attorney fee is subject to free negotiation, which may be set by the parties mutually. If not agreed otherwise, rendered working hours are set at EURO 125.00,- per hour excluding tax. If not agreed otherwise charges are based on every 30 minutes.

A detailed timesheet is presented by attorney to client furnished with the invoice. The client may send its notes in regards to the timesheet within three working days

to attorney. If no notes are presented the parties consider the timesheet accepted, and thus the attorney fee is due subject to the invoice. The detailed notes may be presented in a timely manner by client to attorney by which parties mutually clarify any differences.

- 2.2 The client is responsible for travel costs, fees, stamp duty, tax, contributions, expert fees and other not specified cost that is reasonably and necessarily incurred in fulfilling the mandate.
- 2.3 The policy on the attorney fee agreement is to consider the subject value of the case, the required professional expertise, the quality of the legal services rendered, and also the timeliness and difficulty of the case. In instances where these factors are insufficient a monthly fee may be set which may include certain legal services together with an option to call, or alternatively an hourly rate is charged by attorney as stipulated above.
- 2.4 If the attorney fee is fixed no timesheet is presented by attorney; if an hourly fee is set attorney shall render its timesheet after every 10 working hours is reached by indicating its further time request and shall only continue if client wishes so.
- 2.5 The agreed attorney fee includes the fee for deposit handling of funds in connection with the mandate, with client entitled to the interest and responsible for all bank charges.
- 2.6 When handling deposit attorney is obliged to adhere to money laundering regulations, which includes client and case identification duties and other measures prescribed by law.
- 2.7 Fund deposits exceeding HUF 100,000,- may only be handled by attorney via bank transfers. Attorney hereby specifically excludes all responsibility for cash deposits exceeding the above mentioned amount.

3. DECLARATION OF THE PARTIES

- 3.1 Attorney conducts the mandate according to its best professional knowledge, by adhering to the rules of the profession and the applicable laws, without the obligation that the requested results may be produced. The attorney acting within the mandate is responsible for the legal correctness of documents drafted, to adhere to deadlines, and to appear and cooperate in hearings/meetings, and thus significant in the positive outcome of the case. The acting attorney is aimed to rationalize the costs of the client and to avoid unnecessary action.
- 3.2 However the attorney can not guarantee the success of the mandate due to its nature, since its action is set to represent the interest of the client to the fullest,

without having the means to decide the case. Attorney upholds his/her right in expressing the form, the style and the means and measures of its legal opinion prediscussed with the client.

3.3 The client is responsible for all damages, costs and losses of rights that is due to its default in not serving adequate data, documents to attorney or not fulfilling its payment duties.

3.4 Attorney hereby wishes to restrain its legal and material responsibility. By this attorney expressly caps his responsibility, which may not exceed the value of its attorney fee and incurred expenses – this does not include damages caused with criminal intent.

4. AGENTS

4.1 The conduct of the mandate is controlled by attorney.

4.2 Attorney is entitled to fulfill the mandate through its acting associate in cases where the working hours, conflicting meetings or other important factors such require. Attorney is responsible for the actions of its acting associate.

4.3 Documents received in connection with the mandate shall be served to client once the case is closed and the attorney fees and expenses are accounted for. Due to security reasons, after 30 days of closing the case certain documents are only retained if obliged by law for the prescribed duration.

4.4 Documents drafted by attorney in pending cases may only be served to client if the agreed prepayment is settled.

5. CONFIDENTIALITY, DATA PROTECTION

5.1 Attorney takes on the responsibility to uphold client confidentiality; information in regards to the mandate, including documents may only be served to the client or to third parties specified by the client; at the end of the case all data, drafts, telephone numbers, bank account details, personal details, minutes on meetings/hearings, photographs, video/audio footage, accounting and any other relevant information in connection with the mandate that is not essential in the case is served to the client within 30 days upon its request or it may be destroyed. Client confidentiality and data protection can only be secured by means as such.

5.2 Terms and conditions not specified here are subject to the Hungarian Civil Code, the Attorneys Act, the Data Protection Act and all relevant and applicable laws governing an attorney mandate.