



## TERMS OF SERVICE

(Effective as of: 17.01.2021)

Present Terms of Service ("ToS") sets out the general terms and conditions under which KassaiLaw ("KassaiLaw" or "We") provides legal and business mentoring services.

### 1. GENERAL

- 1.1. KassaiLaw provides a wide range of legal and business mentoring services, personalized to our client's needs ("Services"). You can find out more about the nature of these Services on our [Expertise page](#). This ToS applies to all Services unless otherwise expressly agreed on by the Parties.
- 1.2. The person receiving the Service ("Client") is any natural or legal person with whom KassaiLaw has entered into an agreement ("Client Agreement") or to whom KassaiLaw provides Services on another legal basis.
- 1.3. When using our Services, you accept these ToS without reservation. Any terms and conditions of the Client contrary to these ToS or any extension, amendment or waiver of the ToS shall only be applicable upon it is exclusively stated in writing in the Client Agreement.
- 1.4. The contracting entity mentioned in Section 1.1. is one of KassaiLaw's entities and is always specified in the Client Agreement. KassaiLaw provides its Services exclusively under the laws of the contracting entity.
- 2.3. Like all other legal service providers, we are required by law to apply procedures and due diligence measures set forth in the anti-money laundering laws and regulations. We may ask you to provide formal evidence of your identity, such as your ID card, passport, driver's license and/or other forms of identity, and, in certain cases, we are obligated by law to make copies thereof. In certain circumstances, we may need to carry out searches to verify your identity and proof of address, and we may also ask you to tell us the source of any funds you will be using as consideration for our Services. Every Client is required to provide KassaiLaw with the requested information in order to enter into the Client Agreement or continue the provision of the Services. We will of course, keep all information confidential.
- 2.4. KassaiLaw is deemed to have agreed to provide Services for you once the Client Agreement has been concluded. As a main rule, KassaiLaw and you enter into the Client Agreement in writing, using the Client Agreement template of KassaiLaw.
- 2.5. Our agreement to provide services may be varied by agreement when entering into the Client Agreement or during the course of the Services. In the event of any inconsistency between a Client Agreement and this ToS, the Client Agreement shall prevail.

### 2. ENTRY INTO THE CLIENT AGREEMENT

- 2.1. KassaiLaw has full discretion to decide whether or not to accept an assignment from a person seeking legal services, or an individual work order in the framework of an on-going assignment.
- 2.2. We are taking any conflict of interest very seriously. KassaiLaw cannot provide Services to two or more Clients in the same matter or if there is a conflict between the interests of those Clients, and we cannot provide any Services to a Client in case there is any circumstance that may impair the lawyer's/attorney's ability to act solely in the interests of the Client, except if we have informed the Client(s) about such conflict of interest and the Client(s) still insist(s) in writing we continue the provision of the Services provided it is allowed by the relevant ethical regulations.

### 3. PROVISION OF THE SERVICES

- 3.1. Based on the Client Agreement, KassaiLaw shall provide Services to the Client or persons designated by the Client in accordance with the Client's written or oral instructions as set out in Section 7.3. The specific professional manner and terms of providing the legal services shall be decided by KassaiLaw, and the Client is not entitled to request that KassaiLaw follow the Client's detailed instructions.
- 3.2. The exact nature and extent of the Services are agreed and specified in the Client Agreement.
- 3.4. The provision of the legal services shall not overreach the scope of the tasks stipulated in the Client Agreement and any relevant individual orders, however, all the additional services which constitute an immanent part of the scope of the



services requested by the Client in order to reach the Client's goal, based on the relevant professional practices will be included at the expense of the Client.

- 3.5. It falls under KassaiLaw's sole professional consideration that further services – which do not constitute the immanent part of the above described scope of the legal services – are inevitable in order to protect Client's interests, and KassaiLaw is entitled to provide them after notifying the Client and the additional costs shall be borne by the Client.
- 3.6. KassaiLaw provides financial, tax-related and accounting related services only by involving financial and tax advisors and/or auditors.
- 3.7. The individual work orders and the relevant unique circumstances thereof shall be determined by the Parties via email, Telegram, or other written communication channels. KassaiLaw cannot be held liable for any default, losses or damages arising from the dysfunctional operations of those communication services or any hacking activities.

#### **4. LEGAL FEE AND FINANCIAL CONDITIONS**

- 4.1. The principles of charging fees for the provision of the Services are always determined in the Client Agreement. We are always very flexible with our pricing structures, and open to many solutions to best fit our client's needs. You can find our client's most preferred pricing schemes at our [Pricing page](#), and we are open to discuss other possibilities as well.
  - 4.2. No further document – which is not clearly stated in this ToS or the Client Agreement – is necessary for certifying the completion of the performance of KassaiLaw in order to act on collection of the fees.
  - 4.3. KassaiLaw reviews its hourly rates on an annual basis. KassaiLaw shall inform the Client of any increase in the hourly rates prior to the continuation of the ongoing assignment. The application of the increased hourly rates shall require the explicit agreement of the parties. In case the Client doesn't reply to the notification in 10 days the increased hourly rates are considered to be approved.
  - 4.4. Effective on January 1 of each year, the hourly rates of KassaiLaw shall automatically be adjusted to reflect inflation, which adjustment is not subject to the approval process described in Section 4.3. and shall come into effect automatically.
- 4.5. In case of urgent task requests, meeting the performance deadline is subject to the following urgency fees:
    - a. if the deadline is on the same business day, the hourly fee is two (2) times the ordinary applicable hourly fee
    - b. if the deadline is on the next business day, the hourly fee is one and half (1,5) times the ordinary applicable hourly fee
    - c. if meeting the deadline requires weekend work, the hourly fee is two (2) times the ordinary applicable hourly fee
    - d. if meeting the deadline requires work outside the regular business hours (9-18), the hourly fee is one and half (1,5) times the ordinary applicable hourly fee.

In case of point a., for requests arriving after 16:00 (CET), the term 'same business day' shall be understood as the next business day.
  - 4.6. KassaiLaw will not enforce the urgency fees in case the task in question does not require more than one hour of work, according to its professional judgment.
  - 4.7. KassaiLaw shall only be entitled to be reimbursed for the reasonable expenses which arise during and in connection with the provision of the Services if especially agreed about it in the Client Agreement. These expenses are usually the service charges (i.e.: telephone, fax, copies). All further expenses other than service charges (i.e.: stamp duty, translation, taxi, courier service and other such costs) shall be borne entirely by the Client.
  - 4.8. KassaiLaw shall invoice the fee and expenses upon the terms of the Client Agreement.
  - 4.9. Expenses which are borne by the Client, shall be paid either preliminary, directly to the relevant authority or afterwards via KassaiLaw in connection with the fees as stipulated in the relevant invoice.
  - 4.10. By entering into a Client Agreement and accepting this ToS, Client especially declares that he has no debts towards any other law firms on the basis of legal fees or any other expenses.



## 5. PAYMENT OPTIONS

- 5.1. Kassailaw offers many different types of payment options ("Payment Option") in the course of the Services. Depending on the nature of the tasks at hand and taking into account Client's business interests, KassaiLaw and Client determine together the applicable Payment Option and specify the details in the Client Agreement.
- 5.2. Just like with our pricing structures, we are also super flexible when it comes to finding the most favorable Payment Option for you. Let us know about your preferences, we are sure we can find the most comfortable structure fitting to your needs.

## 6. TRANSFER OF INFORMATION AND COMMUNICATION

- 6.1. The Client shall make all information and documents available to KassaiLaw which are in his/her possession that are required for the performance of the assignment. KassaiLaw cannot be held liable for any damage arising from failure to meet these obligations of the Client, including if the provided information is not valid, inaccurate or otherwise defaulted.
- 6.2. When the Client is expected to provide specific information to KassaiLaw in order to keep the deadline for the performance of the work, and the Client delays at supplying the necessary information, KassaiLaw cannot be held liable for the damages arising from failure to meet the performance deadline.
- 6.3. The contact persons of the Parties specified in the Client Agreement are deemed as authorized persons in relation to any instructions or other declarations. In the course of the performance of the Client Agreement and this ToS, the employees of the Parties can contact each other, but they shall always inform the contact persons thereabout.
- 6.4. The parties shall be obliged to send their declarations of legal effect under this ToS and the Client Agreement, i.e. those that are not daily operational information, to the address of the addressee indicated in the Agreement in the form of registered mail with return receipt. Registered mail shall be deemed to have been delivered on the fifth day from the date of dispatch, even if, for any reason the addressee refuses to receive the letter. If the other party receives notices personally or through its authorized representative, delivery by way of certified and return receipt mail may no longer be necessary.
- 6.5. In case of email communications, Client acknowledges that, to further specify the obligations of Client and help the interpretation of Section 6.2, KassaiLaw indicates the level of priority in case of all new tasks and cases assigned, as well as their followups, in the following method:
  - a. 1/10 Client has no tasks in the matter
  - b. 2-3/10 The matter is to be kept in mind and handled later on
  - c. 4-5/10 Case with a long deadline (e.g. one month or longer)
  - d. 6-7/10 Feedback from Client is needed within 1-2 weeks in order for KassaiLaw to meet the performance deadline
  - e. **8/10 Feedback from Client is needed on the same week in order for KassaiLaw to meet the performance deadline.**
  - f. **9/10 Urgent work: Deadline is the next day, so feedback in merit is needed from Client on the same day to meet the performance deadline and take liability.**
  - g. **10/10 Very urgent: Deadline is on the same day, so feedback in merit is needed from the Client on the same day to meet the performance deadline and take liability.**
- 6.6. Urgency levels of 8-10. will be indicated in the subject line of the emails, all others within the text of the email when starting a new project or sending a followup on an earlier one.
- 6.7. In case Client fails to meet the deadline for feedback relevant to the level of urgency, KassaiLaw is entitled to invoke Section 6.2.

## 7. PERFORMANCE OF THE SERVICES

- 7.1. KassaiLaw performs its Services based on the generally accepted professional guidelines, supporting the Client's best interests. KassaiLaw undertakes to provide the Services based on its best knowledge and aims to do its best – within its power – to achieve the goals set by the Client and informs him about all relevant recent developments of the cases regularly.
- 7.2. In case of any hindrances, KassaiLaw is entitled and obliged to provide replacement. All employees and other collaborators of KassaiLaw are obliged to cooperate with Client in order to perform the services undertaken in present ToS and the Client Agreement.



- 7.3. KassaiLaw shall act pursuant to the instructions received from the Client. If Client's instruction extend to issues requiring explicit legal expertise, KassaiLaw notifies Client if any of the instructions seems to bear legal risks and informs him about the consequences thereof. If Client still instructs KassaiLaw to comply with the instructions, KassaiLaw shall not be liable for any results and consequences arising from the instructions.
- 7.4. Oral advice given by KassaiLaw with reservations or draft versions of written advice, may not be regarded as the final professional opinion of KassaiLaw. The final professional opinion shall exclusively be contained in the finalized document.
- 7.5. KassaiLaw is obliged to retain the documents handed over by the Client in the course of the performance in accordance with the relevant regulations and return them to the Client if requested, however, KassaiLaw is entitled to keep a copy thereof and keep all the written materials relating to the assignment during the term of the Client Agreement for a period of five years following the termination of the case.
- 7.6. All documents handed over to Client by KassaiLaw in the course of the Services (legal assessments, contracts, etc.) shall be used exclusively for the sole purposes of the Client, and cannot be handed over or reveal to any other third party. Referring to the judgement of the KassaiLaw at any third party can only be done by the expressed consent of the KassaiLaw.
- 7.7. The intellectual property rights in all documents produced by KassaiLaw in the course of the Services, and delivered to the Client in any (printed or electronic) format shall become the sole property of KassaiLaw and shall be used by Client in accordance with its non-disclosure obligations. KassaiLaw shall have the right to improve upon and use freely all the solutions devised during the work, and all the information and know-how contained in the documents handed over to the Client.
- 7.8. KassaiLaw is entitled to retain copies of the documents handed over to the Client and created during the assignment and five years after the termination thereof in order to certify the content of the assignment and the performance thereof in

accordance with the terms and conditions of the agreement.

- 7.9. KassaiLaw is entitled to involve any collaborator as team members (under its sole discretion) in order to assist during the course of the performance. In deciding the team members for the provision of the Services, KassaiLaw will always take into account your wishes, the expertise, experience and workload of the team members, the individual circumstances of the project and any other relevant aspects. KassaiLaw is liable for the performance of this collaborator according to the relevant regulations. Involving a collaborator doesn't require consent or approval by the Client. Collaborators involved by KassaiLaw are required to accept the regulations of present ToS and consider them as binding.

## **8. KASSAILAW STARTUP TOOLKIT**

- 8.1. We understand the increasing need to speed up processes efficiently, so we have prepared some packages with fixed prices that cover the topics that occur most often when starting up your company. You may find these packages under the [Startup Toolkit](#) section of our website.
- 8.2. When you have found a package you like, you can send us the request by entering your name, email address and selecting the items in the package you would like to receive. By sending your request, you are booking a free kick-off meeting with us.
- 8.3. At the kick-off meeting, you will be able to discuss your requirements with one of our experts, and you can decide whether you want to order the package. If you do choose to order, we will then send you a confirmation of that order.
- 8.4. In each individual case we do a 5-hour consultation and customizing included within the fixed prices, based on our brief but pragmatic questionnaires aimed at discovering your project's or company's unique aspects.
- 8.5. The packages are compliant with the Swedish and Hungarian jurisdiction, but let us know if you need something for another EU jurisdiction, we will be happy to prepare it. Please indicate the jurisdiction for which you need the relevant document.



## **9. LIABILITY**

- 9.1. KassaiLaw declares that it owns professional liability insurance and undertakes to maintain a liability insurance of the same amount during present ToS.
- 9.2. KassaiLaw's liability for the performance of the assignment shall only apply from the date of the acceptance of the relevant individual work order by KassaiLaw, including if KassaiLaw is entrusted with taking over an ongoing assignment performed by third party consultants. Unless otherwise agreed in writing, the scope of such assignment shall under no circumstances include the full-scale supervision of the work performed up to and including the date of the execution of the agreement and individual order, and KassaiLaw shall proceed on the presumption that the documents prepared and handed over to them are in every way complete, accurate and updated, and that the tasks related to the case handed over to them have been appropriately and accurately performed.
- 9.3. **The ceiling on financial liability of KassaiLaw for rendering the Services shall be the highest amount at the insurance company which the KassaiLaw undertakes to reimburse in the relevant case, but not higher than the amount of legal fees actually paid by the Client as consideration for the relevant individual work order.**
- 9.4. **KassaiLaw shall not be liable for damages arising from any information and data handed over to KassaiLaw which turned out to be invalid, inaccurate or which were hidden or unrevealed to KassaiLaw, or from any changes in legislation, or from any legal interpretation by a court or other authority which is at variance with the interpretation of the same provisions by KassaiLaw.**
- 9.5. **KassaiLaw shall not be held liable for lost profits and/or indirect damages.**
- 9.6. **KassaiLaw shall assume no liability for damages arising in connection with the use of documents, unless the damages directly derive from the use of the finalized and unchanged version of the documents handed over by KassaiLaw to the Client, or from the amended version thereof agreed upon with KassaiLaw and only from the use of such documents in the originally determined circumstances.**
- 9.7. **KassaiLaw shall not be held liable for direct and/or indirect damages arising from the fact that an unauthorized person wished to instruct KassaiLaw, and KassaiLaw didn't comply with those instructions.**
- 9.8. **The parties may only initiate legal proceedings for the enforcement of claims arising from the assignment after notifying the other party in writing of any such intention. The enforcement of such claims may take place within 6 months from the date when the party issuing such notification becomes aware, or with due care ought to have become aware of the facts which give rise to the liability or the alleged liability of the other party, but not later than within one year from the date of the occurrence of the disputed action or default.**
- 9.9. Any claims arising from damages sustained by the Client or regarding liability matters may only be enforced directly by the Client against KassaiLaw itself and only if directly in connection with the performance of the assignment. The Client agrees that it will not initiate any litigation or non-litigation procedure against the members, employees and subcontractors of KassaiLaw in respect damages arising from the breach of the agreement or torts or other liability matters.

## **10. TERMINATION**

- 10.1. The Client Agreement including this ToS shall be terminated in writing by either Party without giving detailed reasons upon 30-day notice counted from the delivery thereof, by means of registered return receipt.
- 10.2. The termination of the Client Agreement and the ToS shall not affect the obligation of the Client to fulfill its payment obligation concerning the Services provided before the termination and settling the expenses arisen in the interest of the Client.
- 10.3. Within 30 days after termination for any reasons, Parties are obliged to settle and pay all fees and expenses in connection with the Services provided until termination date. KassaiLaw is obliged to return all documents or any other goods which are owned by Client or its subsidiary and which were handed over to KassaiLaw in the course of the assignment.



## **11. DATA PROTECTION, DISCLOSURE OF INFORMATION**

- 11.1. Both KassaiLaw and the Client shall be obliged to proceed in compliance with the data protection regulations.
- 11.2. KassaiLaw processes the personal data of the Client and third parties relating to the performance of the Services in accordance with the Privacy Policy of the Firm available [on the website](#).
- 11.3. Parties may not disclose any information – including know-how - made known to them in connection with the other Party, or the activities of the other Party during the provision of the services without the prior written consent of the Client neither in the course of the ToS or the Client Agreement nor after their termination. The above secrecy obligations do not apply to information which has already been made public, or where KassaiLaw is obliged by law to disclose such information. Parties are obliged to use the information made known to them during the provision of the services only in connection with present ToS and the Client Agreement.
- 11.4. Furthermore, in its information and reference materials used for marketing purposes, KassaiLaw shall be entitled to refer to and include the Client, the nature of the work performed for the Client, the value of the assignment and that of the transaction constituting the object of the assignment.
- 11.5. During the term of the agreement the Client shall inform KassaiLaw about any change in its data subject to reporting obligations pursuant to the identification provisions on money laundering, within 5 (five) working days after any such change is made known to him. Furthermore, the Client has to inform KassaiLaw concerning any change in the person of the ultimate beneficial owner within the same period.
- 11.6. If any change occurs in the company data of the Client's company, and KassaiLaw has not executed the submission of the said change to the court of registration, the Client shall inform KassaiLaw about the change within 5 calendar days.

## **12. NON-SOLICITATION**

- 12.1. During the term of the Client Agreement and for a period of 2 years after the termination thereof, Client shall not, without KassaiLaw's prior written

consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service or assignment of KassaiLaw, or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment or assignment within the 2 year period following the termination of that person's employment or assignment with KassaiLaw. In the event of a breach of Client's obligation described herein, Client is obligated to pay to KassaiLaw a penalty of EUR 50,000/breach.

## **13. KASSAILAW ENTREPRENEURSHIP ACADEMY**

- 13.1. We believe in life-long learning and we are dedicated to sharing our knowledge with as many people as possible. That is why we are offering courses in different topics via KassaiLaw Entrepreneurship Academy. You can find our courses [here](#).
- 13.2. We are constantly upgrading and adding new options to our list of courses, and we are always very flexible to adapt to your needs, by customizing existing courses and topics to your preferences, or by adding new topics you would like to learn about. Do not hesitate to contact us with any special requests.
- 13.3. The details of the collaboration in the framework of KassaiLaw Entrepreneurship Academy are subject to further discussion with you since we always prepare a tailor-made offer considering your specific preferences and needs.

## **14. MISCELLANEOUS**

- 14.1. The present ToS shall be governed and construed in accordance with the provisions of the laws of the country where the contracting entity of KassaiLaw is registered, including any regulations governing the legal activities, as applicable.
- 14.2. Any dispute that may arise shall be settled in mutual agreement by the Parties. In case a dispute is not settled with one accord, it is to be solved by a competent court of justice exclusively having competence in the registered seat of the contracting entity of KassaiLaw, and it falls under such jurisdiction.

## **15. AMENDMENTS**

- 15.1. KassaiLaw may unilaterally amend these ToS from time to time, notifying the Client by e-mail at least 30 calendar days in advance.



15.2. KassaiLaw publishes amendments to the ToS on its [website](#).

15.3. The Client that does not agree with an amendment to the ToS may initiate to include the former clauses into its Client Agreement. In the case of such inclusion, the modification is not applicable to that specific Client.