



# GENERAL TERMS AND CONDITIONS

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for the provision of legal services by IUSTORIA, advokátní kancelář, s.r.o.

**VERSION V. 251125**

**EFFECTIVE FROM 25 NOVEMBER 2025**

**IN FORCE UNTIL 31 AUGUST 2026**

**ARCHIVED WORDING — SUPERSEDED BY A LATER VERSION**

*This is a translation. In the event of any discrepancy, the Czech wording prevails.*

## 1. Who Are We?

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IUSTORIA is a law firm focused on complex and high-value cases where poor legal advice can cost tens of thousands to millions of Czech crowns. IUSTORIA is a team of attorneys and experts.

Mgr. Jan Vytršal, Attorney-at-Law

registered with the Czech Bar Association (ČAK), Reg. No. 20461

with registered office at Slovákova 279/11, 602 00 Brno, Czech Republic

Mgr. Gabriel Kožík, Attorney-at-Law

registered with the Czech Bar Association (ČAK), Reg. No. 19320

with registered office at Slovákova 279/11, 602 00 Brno, Czech Republic

Our team also includes Mgr. Bára Bartoňková, Attorney-at-Law, ČAK Reg. No. 21080, as well as other lawyers and external associates.

## 2. Who Do You Contract With?

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You enter into a legal services agreement with IUSTORIA, advokátní kancelář, s.r.o., Company ID (IČO): 173 53 866, with its registered office at Slovákova 279/11, Veveří, 602 00 Brno, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 129769, through one of our attorneys.

Invoices may be issued either by this company or by one of our attorneys individually. Given the team-based nature of our firm, any member of our team may communicate with you during the course of our cooperation.

We are registered for value added tax (VAT). VAT is charged on top of our legal fees at the current rate of 21%.

These Terms apply to all legal services we provide to you, including any future services, unless expressly agreed otherwise. We may amend these Terms to a reasonable extent. The updated version will be sent to you by email; the current version shall govern any ongoing provision of legal services.

This document may be provided to clients in other language versions. In the event of any discrepancy between another language version and this Czech version, the Czech text of these General Terms and Conditions shall always prevail and be binding.

## 3. What We Do and What We Stand For

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We provide legal services within the meaning of Section 1(2) of Act No. 85/1996 Coll., on the Legal Profession (the Czech Bar Act): representation in proceedings before courts and other authorities, defence in criminal matters, legal advice, drafting of documents, preparation of legal analyses, and other forms of legal assistance. Our legal services are provided for a fee.

As attorneys, we are bound by a duty of confidentiality. We may not disclose the details of your case to anyone, nor even the fact that you are our client.

At IUSTORIA, we pride ourselves on precision, transparency, and effective communication. We take on cases where the legal solution carries significant value — typically where a wrong decision costs tens of thousands to millions of Czech crowns, or where reputation, key business relationships, or strategic positions are at stake.

We tell you openly whether pursuing a legal fight makes sense for you or not. If it does not, we say so directly — even if it means we will not earn from the case. We would rather draft a solid set of contracts for CZK 20,000 than litigate an avoidable dispute for CZK 200,000.

We are not the cheapest option. We are the lawyers you would rather pay than face on the other side.

We provide legal services primarily in Czech and under Czech law. We also speak English, French, German, and Slovak.

## 4. How Are Our Services Priced?

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Our services are priced in several ways depending on the nature of the case. We typically agree on an hourly rate. Details are set out below.

### 4.1. Hourly Fee

Our standard hourly rate is CZK 3,900 excluding VAT. As we are VAT-registered, the statutory tax rate — currently 21% — is added on top. If you are a VAT payer, you may claim the paid tax as an input deduction.

The minimum fee for a new case or standalone task is CZK 5,000 + VAT (i.e. CZK 6,050 including VAT), regardless of the actual scope of work.

The hourly rate may be increased depending on the complexity of the work, the language in which the service is provided, or in the case of urgent work. A different rate may be agreed on an individual basis, particularly for long-term engagements.

**Urgent work:** We consider work to be urgent if it is to be completed within 48 hours of instruction, at weekends, or on public holidays. The hourly rate for urgent work may be increased up to CZK 7,800 + VAT (double the standard rate).

**Strategic advisory:** For strategic advisory — negotiation of complex transactions, restructuring of shareholder relationships, termination of business partnerships, crisis situations, high-stakes disputes, or complex cross-border cases — the hourly rate is CZK 4,900 + VAT, unless agreed otherwise.

**Time estimate:** When agreeing on an hourly rate, we will provide an estimate of the number of hours your case is likely to require, where circumstances permit. Please treat the estimate as indicative rather than binding — particularly in court proceedings, the drafting of extensive documentation, or negotiations, the actual scope may differ. If you wish to cap the total fee, a fixed-fee arrangement (see below) is the appropriate option.

We bill in increments of 15 minutes.

### 4.2. Fixed Fee

A fixed fee is a set amount for the provision of a specific legal service. Typical examples include:

- drafting of standard contracts,
- filing submissions without taking on representation in proceedings,
- representation in proceedings before the Commercial Register, including preparation of filings,
- routine legal analyses,
- escrow of funds, etc.

The fee is set in advance and remains unchanged regardless of the actual scope of work. For more complex tasks, the fixed fee reflects all foreseeable risks and the anticipated scope of work.

#### **4.3. Success Fee**

Depending on the type of case, we may agree on a contingency-based fee. In the event of a successful outcome, we retain a share as our fee for securing the result on your behalf. A success fee may be agreed only for monetary claims.

If the case is not successful, no fee is payable. However, please note that if court proceedings are initiated and the outcome is not in your favour, the court may order you to reimburse the opposing party's costs.

We typically agree on a success fee of 20–25% of the amount recovered. The success fee does not relieve the client of the obligation to pay disbursements and any costs awarded to the opposing party. VAT is charged in addition to the percentage-based fee.

#### **4.4. Statutory Tariff Fee**

If no contractual fee is agreed between the attorney and the client, the attorney will charge fees in accordance with Decree No. 177/1996 Coll. of the Ministry of Justice (the Attorneys' Tariff). The Attorneys' Tariff is also used by attorneys and courts when calculating costs of proceedings.

In the event of a successful outcome in court proceedings, the court will typically not award you costs at the level of your attorney's actual hourly rate. The relationship between the hourly rate and the tariff-based fee is complex — we actively explain this to our clients.

#### **4.5. Retainer Fee**

We offer retainer arrangements only to clients who use our services on a long-term basis at a level corresponding to a mid-sized or larger company. After agreeing on the monthly volume and pricing of services, we enter into a long-term cooperation agreement. Retainer clients are given standard priority in the provision of legal services.

Financial terms are tailored individually based on the scope and nature of the engagement. Hours exceeding the retainer allowance are billed at a higher rate up to the standard hourly rate.

### **5. What Do We Charge For?**

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Our work involves administration, phone calls, and travel — these activities are also subject to charges.

#### **5.1. Work**

Under an hourly fee arrangement, we charge for all work carried out on your case: drafting of documents (legal submissions, analyses), attendance at hearings (court, administrative, client, or counterparty meetings), telephone and email communication, reviewing court files, professional consultations, reviewing materials provided by you, etc.

The minimum fee for a new case is set out in Section 4.1.

Brief telephone or email queries that require legal assessment are always treated as legal services and may be billed at the hourly rate.

We bill in increments of 15 minutes.

**Reviewing materials:** An attorney is paid for time spent on highly qualified work. We therefore charge for any time spent reviewing materials provided by the client — including where we are unable to advise anything other than that the case has no viable solution.

We charge for all time spent on a client's case. If a fixed fee has been agreed, we charge a single amount. However, a fixed fee must always be agreed in advance. If no such agreement has been reached, we charge at the hourly rate.

**Initial meeting:** In non-standard cases, it is usually advisable to hold an initial meeting with the client to discuss the circumstances and identify the broad range of potential solutions. The initial meeting also serves for both sides to assess whether the engagement is a good fit.

The initial meeting is always charged at the applicable hourly rate. For long-term engagements, part of the initial meeting may be included in the retainer or a fixed project fee.

## 5.2. Idle Time

We charge CZK 1,200 + VAT per hour for idle time. Idle time includes, in particular, travel to a client or to a hearing, copying or scanning of documents, handing over a file to the client upon conclusion of the matter, etc.

**Safety and cognitive breaks:** Our firm takes pride in arriving at key meetings and court hearings at full mental capacity and with complete focus on your case. For this reason, on car journeys longer than one hour, the driver's regular safety and cognitive breaks are also counted as idle time, up to 15 minutes for every 90 minutes of driving.

We bill in increments of 30 minutes, i.e. a minimum of CZK 600 + VAT.

## 5.3. Travel Expenses

If we travel to you or to a hearing outside our office, we charge travel expenses at a rate of CZK 10 + VAT per kilometre.

## 5.4. Disbursements

Disbursements include, for example, extracts from the Land Registry, extracts from the Central Register of Executions, or minor administrative fees. For court or administrative fees of higher amounts, we will ask you to pay these directly.

# 6. How Do We Invoice?

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## 6.1. Invoices

We typically issue invoices for legal services as follows, depending on the nature of the work:

- upon delivery of the final work product (e.g. the final version of a contract),
- after a procedural step (e.g. attendance at a court hearing), or
- at the end of the calendar month (if not invoiced earlier).

For larger cases, we invoice on a rolling basis (monthly or after completion of individual stages).

Payment is due within 14 days.

Along with the invoice, we typically send a fee breakdown — a summary of what you are paying for. The invoice itself does not contain these details, in order to protect attorney-client confidentiality.

If we have delivered a draft document to the client for approval and the client ceases to cooperate, we will issue an invoice following a reminder.

## 6.2. Advance Invoices

For certain types of cases (e.g. disputes, high-stakes negotiations, strategic advisory), we may require an advance payment, including from existing clients. We will not commence work on the case until the advance invoice has been paid.

We also issue advance invoices to clients who are late in paying for work already billed.

The advance payment is settled in accordance with the agreement, no later than upon completion of the agreed service.

## 6.3. Suspension of Services for Late Payment

In the event of late payment of any amount due, the firm reserves the right to suspend the provision of legal services until the outstanding amount has been paid in full. The client acknowledges that suspension of services may affect the outcome of the matter.

Even in the event of suspension, we will carry out essential steps to prevent the client from suffering harm due to imminent deadlines or actions that cannot be postponed.

## 7. Scope of the Mandate

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The mandate covers only the legal services expressly agreed with the client (e.g. a specific set of proceedings, a specific contract). Any additional work — including related disputes, other contracts, or proceedings — is not included in the mandate unless expressly agreed.

Legal services are provided by our team. We reserve the right to allocate work within the firm to ensure the matter is handled efficiently and to the required standard. The client acknowledges that certain tasks may be carried out by trainee lawyers or external associates under the supervision of an attorney.

## 8. Communication and Availability

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The primary communication channel is email. Telephone communication is intended mainly for operational matters, but may also be charged if it constitutes a legal service. We generally respond to email enquiries within 2 business days; however, this is not a binding deadline.

We treat the following as binding client instructions:

- emails from addresses that the client has provided to us,
- messages sent via the client's data box (datová schránka),
- written instructions in hard copy.

The client acknowledges that instructions sent from other addresses or by persons not designated as authorised by the client may not be accepted.

**Recording of calls and meetings:** The client acknowledges that, for the purpose of accurate documentation of the content of legal consultations, the client's instructions and intentions, and for the performance of the legal services

agreement, IUSTORIA, advokátní kancelář, s.r.o. may make audio recordings of telephone calls and in-person meetings with the client. Such recordings also serve to protect the legitimate interests of the firm in potential disputes regarding the content of instructions or the scope of services provided, are subject to the duty of confidentiality, and are retained only for the period necessary for the stated purposes.

These recordings may also be used as evidence in court proceedings in the event of a dispute over the attorney's fees.

## **9. Accounting and Tax Matters**

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If needed, we can also arrange accounting or tax advisory services for you through our extended team. The fees for such services will be re-invoiced to you.

## **10. Client Cooperation and the Trust Between Client and Attorney**

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For our services to be effective, we need your cooperation: providing details, documents, answers to questions, input on alternative approaches, etc.

Trust between the attorney and the client is essential. The attorney needs to know all the circumstances of the case. If the client withholds certain details, the consequences often fall on the client themselves — in such cases, the attorney cannot effectively protect the client's rights.

The client is responsible for the accuracy and completeness of the information and materials provided to us. If the client omits or misrepresents certain facts, we bear no liability for the chosen course of action failing to produce the expected outcome.

## **11. Outcome of Legal Services**

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An attorney generally cannot guarantee the outcome of their services. This principle flows from the very nature of the legal profession and is most apparent where the client's case is subject to court or other proceedings, or where the outcome depends on the actions of third parties.

The attorney guarantees that they will deliver a contract in the form requested by the client, represent the client in proceedings, and draft and file all necessary documents. However, the attorney cannot guarantee that the proceedings will be successful or that the opposing party will pay a debt.

This does not mean that the attorney bears no responsibility for the quality of their work — see Section 12 below for further details.

## **12. Attorney's Liability and Termination of Engagement**

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The attorney is liable for ensuring that the approach adopted and the advice given are consistent with the standard of professional care that can be expected of an attorney in the given matter. For example, the attorney is liable if they failed to raise a limitation defence on behalf of the client before the court, where they should have known to do so, and the client consequently lost the case.

For such eventualities, the attorney — and our firm — is required by law to hold professional indemnity insurance. Our firm is insured for claims up to CZK 100,000,000. If the client requires services involving amounts in excess of this limit, the attorney and the client will agree on an increase in the insurance coverage.

We reserve the right to decline or terminate the provision of legal services, in particular where:

- the client fails to cooperate,
- the client is late in paying fees,
- the client requests that we act in a manner contrary to law, professional rules, or our values.

### 13. Legal Services Agreement

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We typically enter into a legal services agreement for the duration required to complete the requested service. In the case of contracts, this means until delivery to the client; in the case of representation in proceedings, this means for the duration of such proceedings.

In addition to the legal services agreement, there is also a power of attorney. Entering into the legal services agreement does not automatically grant us a power of attorney. A power of attorney is needed for the attorney to formally represent the client, typically before a court.

The legal services agreement may be concluded orally, by email, or in writing. In specific cases, we ask prospective clients to sign a more detailed written agreement. In most cases, an oral agreement confirmed by email is sufficient. It is precisely for the purpose of clarifying the content of such agreements that we provide this document to our clients.

Both the agreement and the power of attorney may be terminated by the client at any time.

### 14. Protection of Personal Data

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**Data controller:** IUSTORIA, advokátní kancelář, s.r.o., Company ID (IČO): 173 53 866, with its registered office at Slovákova 279/11, Veverří, 602 00 Brno.

**Scope of processing:** We process personal data necessary for the provision of legal services and related communication — in particular, identification and contact data of clients and their representatives, data relating to legal cases, data on payments and procedural steps, as well as audio recordings of telephone calls and in-person meetings, where made in accordance with Section 8 of these Terms.

**Legal basis:** Processing is necessary for the performance of the legal services agreement, for compliance with the attorney's legal obligations under the Czech Bar Act and related legislation, and is also carried out on the basis of our legitimate interest in the proper documentation of client communication and the protection of our rights and defence in potential disputes. Where processing exceeds these purposes, it is based on the client's consent.

**Access to data:** Personal data are accessible only to attorneys and employees of our firm who need to handle them in the course of their duties. All are bound by a duty of confidentiality.

**Rights of clients:** You have the right to access your personal data, to have them rectified, erased, or the processing restricted, and to object to the processing. To exercise these rights, please contact us at [info@iustoria.cz](mailto:info@iustoria.cz).

**Retention period:** We retain personal data for the period required by law or for the period necessary to fulfil the purpose for which they were collected. After this period, they are securely erased or anonymised.

The personal data processed may also include audio recordings of telephone calls and in-person meetings with the client, made for the purpose of documenting the client's instructions, performing the legal services agreement, and protecting the legitimate interests of the firm.

## 15. In Closing

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The legal profession is a field where major decisions are made — decisions affecting money, relationships, and reputation.

We have designed these Terms so that we can work efficiently, to the highest standard, and without compromise. If you agree with them, we will stand by your side with full commitment.

In Brno, 25 June 2026

IUSTORIA, advokátní kancelář, s.r.o.