

**General Terms and Conditions of Contract
For Mandates of the Attorneys of the Law Office
BODMANN RECHTSANWÄLTE**

1. Applicability

1.1 These General Terms and Conditions of Contract ("GTC") shall apply to all activities and legal acts or submissions carried out in the course of contractual relationship (hereinafter also referred to as "mandate") between an Attorney at Law of the law firm Bodmann Rechtsanwälte (hereinafter simply referred to as "Bodmann Rechtsanwälte") and the client.

1.2 Unless otherwise agreed in writing, the respectively effective version of the GTC shall also apply to future mandate. Client's Terms and Conditions do not become a contractual element of the mandate. Thus, client's Terms and Conditions are not applicable to the mandate. The lawyer is not obliged to protest or object against the client's Terms and Conditions to prevent the effectiveness or applicability of the client's Terms and Conditions.

2. Mandate and Power of Attorney

2.1 The Client instructs the attorney whose name is stated in each case to represent him in accordance with these GTC. The Client acknowledges the fact that a mandate granted to an attorney of Bodmann Rechtsanwälte exclusively establishes a contractual relationship with the relevant attorney. Accordingly, a contractual relationship between the Client and a certain attorney shall not give rise to any rights or obligations on the part of other attorneys of Bodmann Rechtsanwälte or Bodmann Rechtsanwälte as a whole. If the term "attorney" is used in the following, mandated attorney is meant. All this applies even if several attorneys of Bodmann Rechtsanwälte work on a case of the client. In this case, the other attorneys involved are to be regarded as substitutes of the mandated lawyer (see also points 5.2 and 7.). In case of doubt, the lawyer is to be regarded as a mandated lawyer, through whom the contact to the law firm has come about.

2.2 The lawyer is entitled and obliged to represent the client to the extent necessary or useful for fulfilling the contractual relationship. If the legal situation changes after termination of the mandate, the Lawyer shall be under no obligation to inform the Client about changes or consequences resulting therefrom.

2.3 Upon request, the client shall sign a written power of attorney for the lawyer. The power of attorney may cover either specific, exactly defined or all potential legal transactions, legal acts or legal representation.

2.4 A mandate shall not commence until the lawyer has explicitly confirmed the acceptance of the mandate. Therefore, the mere conveyance of documents for review or further consideration as well as the sending of enquiries shall not constitute a contractual relationship with the Lawyer; liability for possible damages in this context is excluded. In the case of urgent matters, for instance in the case of appointments at short notice or in the event of an impending expiration of a deadline, immediate personal (by telephone) contact is recommended, to be able to clarify whether the contract can be concluded and which prompt steps are deemed necessary.

2.5 The lawyer's staff members (associates, paralegals, assistants etc.) are not authorised to make legally binding declarations (e.g. the acceptance of engagement/representation) for the lawyer concerning the mandate.

3. Principles of collaboration and representation

3.1 The lawyer is entitled to render his services at his own discretion and to take any and all steps, including but not limited to employing means of attack and defence in any way, unless this is in conflict with the client's instruction, his conscience or the law.

3.2 If the client issues an instruction to the lawyer, which is not consistent with the law the lawyer shall refuse to follow the instruction. If, from the lawyer's point of

view, instructions are not expedient or even detrimental to the client's interest, the lawyer shall inform the latter of any potential negative consequences before acting on his behalf.

3.3 In the case of imminent danger, the lawyer is entitled to take actions or refrain from taking actions that are not expressly covered by or are even contrary to the instruction(s) given if this seems to be urgently required in the client's interest.

3.4 The client acknowledges that the services rendered by the Lawyer, in particular: written pleadings, contracts, legal statements, revisions, correspondence, etc., shall remain the intellectual property of the Lawyer. Any utilisation of the lawyer's works, which exceeds the specific mandate, is only permissible with the lawyer's explicit written consent. In the event of any violations, a contractual penalty regardless of negligence or fault amounting to double the gross fee shall be stipulated. Further claims, for instance under copyright law, shall not be affected therefrom.

4. Client's obligations to provide information and to cooperate

4.1 After the client has entered into a mandate, the client immediately is obliged to provide the lawyer with all information and facts that may be relevant in connection with the latter's work on behalf of the client and make all necessary documents and evidence accessible. The lawyer is entitled to assume that information, facts, documents, records and means of evidence are accurate, unless inaccuracy of the same is obvious.

4.2 During the term of the mandate, the client shall be obliged to communicate to the lawyer all changed or newly arising circumstances that might be of significance in connection with the performance of the mandate, immediately after they have come to the client's attention.

5. Obligation of confidentiality / Conflict of interests

5.1 The lawyer is bound by professional secrecy in all matters which have been confided to him and all facts which have otherwise become known to him in his capacity as a lawyer, whose confidentiality is in the interest of his client.

5.2 Within the terms of applicable laws and guidelines, the lawyer shall have the right to assign to staff members as well as to external attorneys the processing of matters, to the extent that there is proof that these persons have been instructed of the obligation to maintain confidentiality.

5.3 The lawyer shall be released from the obligation of confidentiality only to the extent that is necessary in order to prosecute the lawyer's claims (especially claims for the lawyer's fee) or to defend claims against the lawyer (especially claims for damages by the client or third parties against the lawyer).

5.4 The client may release the lawyer from the obligation of confidentiality at any time. This release from the obligation of confidentiality by the client does not release the lawyer from the obligation of verifying whether the lawyer's statement is in the best interest of the lawyer's client.

5.5 The lawyer shall examine whether performance of the mandate creates the risk of conflict of interests under the terms of the Regulations Regarding Lawyer's Practices ["Rechtsanwaltsordnung/RAO"].

6. Lawyer's obligation to inform the client

The lawyer shall inform the Client of the actions taken by him in connection with representation of the client on a regular basis.

7. Sub-Authorization and Substitution

The lawyer may have himself represented by another attorney of Bodmann Rechtsanwälte at any time. Moreover, he may have him represented by a trainee lawyer in lawyer's services or any other attorney, or that attorney's authorized trainee lawyer (sub-authorization). As far as appropriate, the lawyer may pass on the mandate or individual subactivities to another lawyer (substitution).

8. Fees

8.1 Unless otherwise agreed, the Lawyer is entitled to a reasonable fee. Said fee is to be determined based on the Austrian General Fee Criteria for Lawyers ("AHK"; available at www.rechtsanwaelte.at) and the Lawyers' Scale of Fees Act. However, on the occasion of initial representation, an hourly fee (billing according to hourly rate) is usually



stipulated. The time spent working on the mandate by the lawyers, trainee lawyers, associates, paralegals and other legal staff is billed in this regard. In particular, this includes the billing of time studying files, travel and waiting times, all types of research, reports for the client, revisions of written documents as well as internal conferences. The hourly rates are index-linked to the consumer price index 2015 of Austria's federal institution "Statistics Austria".

- 8.2 Even if a lump-sum fee or billing by the hour has been agreed, the lawyer is at least entitled to the amount of reimbursement of the costs obtained from the opponent in excess of the agreed fee, provided that such amount can be recovered; otherwise he is entitled obtain the agreed lump-sum fee or hourly fee.
 - 8.3 Value-added tax at the statutory rate, any necessary and reasonable expenses (e.g. travel expenses, costs of phone, fax or copies) and the out-of-pocket expenses paid by the lawyer on behalf of the Client (e.g. court fees) shall be added to the fee payable to/agreed with the Lawyer.
 - 8.4 The lawyer can demand a 100% additional fee for services, which are justifiably carried out between 8:00 pm and 7:00 am or on Sundays and bank holidays or Saturdays.
 - 8.5 The client acknowledges that an estimate made by the lawyer of the expected amount of fees which has not been explicitly defined as binding shall be non-binding and not be considered a binding quotation as defined in Section 5 (2) of the Austrian Consumer Protection Act ["*Konsumentenschutzgesetz/KSchG*"], as the amount of work to be rendered by the Lawyer cannot be reliably assessed in advance due to its nature.
 - 8.6 The client shall not be charged the costs of billing and preparation of bills of fees. However, this shall not apply to the costs of a translation of statements of services into a language other than German that is requested by the client. Unless otherwise agreed, the client shall also be charged for preparation of letters to the client's auditor at the client's request stating, for instance, the status of pending cases, a risk assessment for setting up provisions and/or the status of outstanding fees as at the closing of accounts date.
 - 8.7 The lawyer shall be entitled to submit bills of fees or ask for advances on fees at any time and in any case at least once a month.
 - 8.8 If the client is an entrepreneur, a properly itemised bill of fees sent to the client shall be deemed approved unless the client objects thereto in writing within one (1) month of receipt (receipt by the lawyer shall be decisive).
 - 8.9 If the client is late in paying the total or a portion of the fee, he shall pay late payment interest at the statutory rate to the lawyer; however, at least at the rate of 10%. Any additional statutory claims (e.g. under Section 1333 of the Austrian Civil Code ["*Allgemeines Bürgerliches Gesetzbuch/ABGB*"]) shall remain unaffected. If the lawyer charged the client a discounted fee, the lawyer is entitled to the subsequent charging of the full fee (alternatively according to the Austrian General Fee Criteria ["*AHK*"] for Lawyers or hourly rate) in the event that the client defaults on payment of the fee despite reminder.
 - 8.10 All costs of courts and public authorities (cash expenses) and any expenses (e.g. for purchased third-party services) can be submitted to the client for direct payment at the lawyer's discretion.
 - 8.11 If the lawyer is mandated by several Clients in one case, they shall be jointly and severally liable for all resulting claims of the Lawyer.
 - 8.12 Any claims of the client vis-à-vis the opponent for reimbursement of costs shall hereby be assigned to the lawyer in the amount of the lawyer's fee entitlement from the time at which they arise. The lawyer is entitled to notify the opponent of the assignment at any time.
 - 8.13 Payments to the Lawyer by the client are first of all deducted from the cash expenses advanced by the Lawyer, than from the reminder fees respectively default interest and lastly from the outstanding fee.
- 9. Lawyer's liability**
- 9.1 The lawyer's liability for faulty advice or representation is limited to the insured sum available in every specific case, but amounts at least to the insured sum indicated under



Section 21a of the Regulations Regarding Lawyer's Practices ["Rechtsanwaltsordnung/RAO"] in its respectively valid version. At present, the amount is EUR 400,000.00 (in words: four-hundred thousand euros). Possible deductibles do not reduce liability. In the event that the client is a consumer, this restriction of liability shall only apply to events in which the damage is due to minor negligence. A solidary liability of several lawyers of Bodmann Rechtsanwälte is excluded in any case.

- 9.2 In the case of the existence of two or more competing damaged parties (clients), the maximum amount for each individual damaged party shall be reduced according to the ratio of the amount of the claims.
- 9.3 The lawyer shall be liable for individual sub-contracted services, provided by third parties with the consent of the client in the framework of the lawyer's performance (especially external experts), who are neither staff members nor partners, only in case of fault in selecting the third party.
- 9.4 The lawyer shall only be liable to the client but not to third parties. The client shall be obliged to expressly bring this circumstance to the attention of third parties who come into contact with the lawyer's performance on account of the client's efforts.
- 9.5 The Lawyer shall be liable for knowledge of foreign law only in the case of a written agreement or if he explicitly offered to review foreign law. EU law shall not be deemed foreign law; however, the law of the Member States of the EU shall be deemed foreign law.

10. Lapse / Preclusive period

Unless the law stipulates a shorter term of lapse or preclusion, all claims (excluding, however, warranty claims, in the event that the client is not an entrepreneur as defined in the Austrian Consumer Protection Act) against the lawyer shall lapse, unless the client has claimed them in court within six months (in the event that the client is an entrepreneur) or within one year (in the event that the client is not an entrepreneur) as of the date at which the client becomes aware of the damage and the damaging party, or of the incident that

otherwise gives rise to a claim, but at the latest after the expiry of five years as of the conduct (infringement) causing the damage (giving rise to a claim).

11. Legal expenses insurance

- 11.1 In the event that the client has taken out legal expenses insurance, he/she shall inform the lawyer thereof without delay and present the required papers (if available).
- 11.2 The disclosure of legal expenses insurance by the client and obtaining coverage under the legal expenses insurance by the lawyer shall not affect the fee claim of the lawyer against the client. Nor shall it be deemed as consent on the part of the lawyer, i.e. to accept as the lawyer's fee the payment made pursuant to the legal expenses insurance.
- 11.3 The Lawyer is not obliged to directly claim the fees from the legal expenses insurer but may claim the total fees from the Client.

12. Termination of the mandate

- 12.1 The mandate may be terminated by the lawyer or by the client at any time without notice and without stating reasons. The lawyer's fee claim shall not be affected therefrom.
- 12.2 In the case of termination by the client or by the lawyer, the latter shall continue to represent the client for a period of fourteen (14) days, insofar as this is necessary to protect the client from legal disadvantages. This duty shall not apply if the client rescinds the mandate and expresses that he does not want the lawyer to continue his activities.

13. Obligation to surrender documents

- 13.1 After termination of the mandate the lawyer shall, upon the client's request, return original documents to the client. The lawyer is entitled to keep copies of such documents.
- 13.2 If, after termination of mandate, the client asks for (copies of) documents again, which he already received in the course of the mandate, the costs shall be borne by the client.
- 13.3 The lawyer shall retain files for a period of five (5) years from termination of the mandate and, if necessary, provide the client with copies during that period. Regarding the costs, Clause 13.2 shall apply. Storage of such files can be carried out completely



electronically. If the law provides longer retention periods, they shall be observed. The client agrees to destruction of files (including original documents) after expiration of the retention period.

14. Choice of Law and Jurisdiction

14.1 These GTC and the mandate governed by them shall be subject to Austrian substantive law.

14.2 The parties agree on exclusive jurisdiction of the court having jurisdiction over the subject matter at the lawyer's registered office for legal disputes arising out of or in connection with the contractual relationship, which is regulated by the General Terms and Conditions of Contract, including disputes over validity of the same, unless mandatory law provides otherwise. However, the lawyer is also entitled to file claims against the client before any other court in Austria or abroad, in the circuit of which the client has his registered office, domicile, branch or assets. Regarding Clients, who are consumers in terms of the Austrian Consumer Protection Act [*"Konsumentenschutzgesetz/KSchG"*], the provisions on jurisdiction pursuant to Section 14 of the Austrian Consumer Protection Act shall apply.

15. Final Provisions

15.1 Modifications of or amendments to these GTC shall be made in writing in order to be valid. This also applies to a waiver of this writing requirement.

15.2 Statements or declarations made by the lawyer vis-à-vis the Client shall in any case be deemed received if they are sent to the address advised by the client at the time he enters into the mandate or to the changed address advised in writing thereafter. Unless otherwise agreed, the Lawyer may however,

correspond with the client in any way that seems appropriate to him, including via email, using the email address, which the client has advised to the Lawyer for communication purposes. If the client sends email messages to the lawyer from other email addresses, the lawyer shall also be allowed to use those email addresses, to communicate with the client. Unless otherwise provided, statements or declarations to be made in writing under these General Terms and Conditions of Contract may also be made via fax or email. Unless the Client has given other written instructions, the lawyer is entitled to communicate with the client by email in an unencrypted form. The client declares that he is aware of the risks involved (in particular access, secrecy, alteration of messages in the course of transmission) and of the possibility to use TrustNetz and, being aware of such risks, agrees to email correspondence in an unencrypted form.

15.3 The client expressly agrees that the lawyer will process, make available or transmit as defined by the Austrian Data Protection Act [*"Datenschutzgesetz/DSG"*] personal data concerning the client and/or his business insofar as this is necessary or expedient for rendering the services requested from the lawyer by the client or as this is required by statutory or professional obligations of the Lawyer (e.g. using electronic legal communication [*"ERV"*], etc.).

15.4 The ineffectiveness of any provision(s) of these GTC or of the contractual relationship regulated hereby shall not affect the validity of the remaining agreement. The parties agree to replace the ineffective provision by another regulation that comes as close as possible to the intended economic result of the ineffective provision.

