

FRIMMEL | ANETTER RECHTSANWÄLTE GMBH

GENERAL TERMS AND CONDITIONS

1. Scope

1.1. These Terms and Conditions apply to all activities and all legal/regulatory and out-of-court representation, conducted under the contractual relationship (hereinafter: “Mandate”) that exists between Frimmel | Anetter Rechtsanwälte GmbH (hereinafter: “Lawyer”) and the Client.

1.2. These Terms and Conditions also apply to new contracts, unless otherwise agreed in writing.

2. Brief and authorisation

2.1. The Lawyer is entitled and under an obligation to represent the Client to the extent that this is necessary and appropriate to fulfil the Mandate. If the legal situation changes after the end of the Mandate, the Lawyer shall not be obliged to draw the Client’s attention to these changes or to the resulting consequences.

2.2. If so requested, the Client shall sign a written power of attorney for the Lawyer. The power of attorney may relate to the performance of individual, precisely defined or all possible legal services or acts.

3. Principles of representation

3.1. The Lawyer shall carry out the representation entrusted to them in conformity with statutory provisions and shall represent the Client’s rights and interests diligently, faithfully and conscientiously towards any other party.

3.2. The Lawyer may generally conduct their work at their own discretion and take all steps, especially the use of pleas in law (prosecution and defence), in whatever form as long as it is not in conflict with the Mandate, the Lawyer’s conscience or the law.

3.3. The Lawyer shall refuse an instruction received from the Client if compliance with that instruction is incompatible with principles based on the law or with a code of a lawyer’s professional conduct (e.g. Austrian Regulations for the Practice of Lawyers [RL-BA] and Rulings of the Appeals and Disciplinary Board for Lawyers and Trainee Lawyers [OBDK]). If the Lawyer believes that the Client’s instructions will not further the Client’s aims or are even disadvantageous for the Client, then before they follow these instructions they shall point out to the Client any potential negative consequences that may result from their implementation.

3.4. In the event of imminent danger and if there appears to be an urgent need in the Client’s interest, the Lawyer may also take an action or refrain from taking a certain

action, even if this is not expressly covered by the Mandate or by an instruction issued by the Client.

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

4.1. After the Client has entered into the Mandate, the Client shall immediately provide the Lawyer with all information and facts which may be relevant to the implementation of the Mandate, and shall furthermore provide the Lawyer with access to all the required documents and evidence. The Lawyer is entitled to assume the correctness of the information, facts, certificates, documents and evidence, unless their incorrectness is obvious. The Lawyer shall work towards obtaining all facts of the matter by asking the Client specific questions and/or through other appropriate means. The second sentence of clause 4.1 shall apply to the correctness of any supplementary information.

4.2. During the term of the Mandate, the Client shall inform the Lawyer of all changes in circumstances and of any new circumstances that might be of relevance to the implementation of the Mandate as soon as it has come to the Client's attention.

5. Duty of confidentiality and conflict of interests

5.1. The Lawyer is bound by professional confidentiality in all matters which have been entrusted to them and concerning all facts which have otherwise become known to them in their capacity as a lawyer and where confidentiality is in the Client's interest.

5.2. Within the terms of applicable legislation and regulations, the Lawyer may assign the handling of cases to any members of staff, provided that such staff have been instructed in their obligation to maintain confidentiality, and that there is documentary evidence of such instruction.

5.3. The Lawyer shall be released from their duty of confidentiality only to the extent that this is necessary in order to pursue claims (especially claims for lawyer's fees) or to defend against claims made towards the Lawyer (especially claims for damages made by the Client or third parties).

5.4. The Client may release the Lawyer from their duty of confidentiality at any time. This release from the duty of confidentiality by the Client does not release the Lawyer from the obligation to check whether a statement made by the Lawyer might be in the Client's best interest.

5.5. The Lawyer shall examine whether carrying out a Mandate may risk a conflict of interests under the terms of the Austrian Regulations for Lawyers (*Rechtsanwaltsordnung*).

6. Lawyer's duty to keep the Client informed

The Lawyer shall keep the Client informed, either verbally or in writing, of any actions taken in connection with the Mandate, ensuring that this is done in sufficient detail.

7. Sub-authorisation and substitution

The Lawyer may arrange for themselves to be represented by a trainee lawyer within the same law firm or by some other Lawyer, or by that person's duly authorised trainee lawyer (known as sub-authorisation). If the Lawyer is prevented from performing their duties, they may delegate the Mandate or parts thereof to another lawyer (known as substitution).

8. Fees

8.1. Unless otherwise agreed, fees shall be calculated under the Austrian Legal Counsel Fees Act (RATG) and/or under the Austrian General Criteria for Lawyers' Fees (AHK). In any case, the Lawyer shall be entitled to an appropriate fee.

8.2. Even if a lump sum or a time-based fee has been agreed, the minimum entitlement of the Lawyer over and above that fee shall be at least the costs recovered from the opposing party, if it is possible to recover the costs; otherwise, the Lawyer shall receive the agreed lump sum or time-based fee.

8.3. In addition to the fee agreed with or payable to the Lawyer, the following items are also payable: VAT at the applicable statutory rate, any appropriate expenses that may be required (e.g. travel, telephone, fax and photocopying) and any cash expenses incurred on the Client's behalf (e.g. court fees).

8.4. The Client is aware that estimates, given by the Lawyer and not expressly referred to as binding, regarding the anticipated fee are subject to change and cannot be regarded as a binding quote (as defined in the Austrian Consumer Protection Act, KSchG, section 5 (2)), as it is in the nature of the Lawyer's work that its scope cannot be reliably assessed in advance.

8.5. The Client shall not be charged for the work involved in calculating the fee and writing the invoice. However, this does not apply to the work involved in the translation of lists of services (from German into other languages) where such work is requested by the Client. Unless otherwise agreed, the invoiced amount shall include the service of drawing up letters at the Client's request to the Client's chartered accountant where such letters relate, for example, to the progress of pending cases, or where such letters give risk assessments for the purpose of setting aside provisions and/or providing information on the level of outstanding fees at a certain reporting date.

8.6. The Lawyer may at any time and no less than at quarterly intervals send invoices to the Client and ask for advances on fees.

8.7. If the Client is an entrepreneur, then any properly itemised invoice sent to the Client shall be deemed to have been accepted by the same unless the Client sends a written objection within one month of receiving the invoice (the authoritative date for calculation shall be the receipt of the Client's objection by the Lawyer).

8.8. If the Client is in arrears with the payment of all or part of the fee, they shall be liable for interest on arrears at the statutory amount and at a rate of at least 4% above the base interest rate applicable at the time. The foregoing shall not affect possible further-reaching legal claims (e.g. under the Austrian Civil Code, ABGB, section 1333).

8.9. The Lawyer may, at their own discretion, pass on to the Client any expenses that have been paid to courts or authorities (i.e. cash expenses) and any costs (e.g. for subcontracted third-party services), for direct payment.

8.10. If several clients brief the Lawyer in a given case, they shall be collectively liable for any claims made towards the Lawyer in this connection.

8.11. The Client's claims for costs towards the opposing party are hereby assigned to the Lawyer from the date when they arise and to the extent that the Lawyer is entitled to lawyer's fees. The Lawyer may notify the opposing party of this assignment at any time.

9. Lawyer's liability

9.1. The Lawyer's liability for deficient advice or representation is limited to the sum insured for each specific loss, but under the proviso that the minimum shall be the sum specified in the Austrian Regulations for Lawyers (RAO), section 21a, as amended. This is currently €400,000 (in words: four hundred thousand euros); if a law firm is a limited liability company, it is €2,400,000 (in words: two million four hundred thousand euros). If the Client is a consumer, this limitation of liability only applies to instances where the loss is due to slight negligence.

9.2. The maximum amount specified in clause 9.1 comprises all existing claims against the Lawyer made for deficient advice and/or representation, particularly including claims for damages and reductions in price. The maximum amount does not include the Client's claims for the repayment of lawyer's fees. The liability is not reduced by any excesses that may be applicable. The maximum amount specified in clause 9.1 relates to a single insured event. If there are two or more competing damaged parties (clients), the maximum amount shall be reduced for each client in proportion to the amounts claimed.

9.3. If the Mandate has been given to a law firm, the limitations of liability under clauses 9.1 and 9.2 shall also apply to all lawyers working for the firm (as partners, managing directors, employees or persons employed in any other function).

9.4. If third parties (especially external experts) have been subcontracted to provide some of the Lawyer's services without being the Lawyer's employees or partners, and if subcontracting has proceeded with the Client's knowledge, the Lawyer shall be liable for such services, but only if the fault lies in the selection of the subcontracted third party.

9.5. The Lawyer's liability shall only apply towards their Client, not towards third parties. The Lawyer shall expressly bring this circumstance to the attention of third parties who have come in contact with the Lawyer's services upon the Client's initiative.

9.6. The Lawyer shall only be liable for knowledge of foreign law if this has been agreed in writing or if they have offered to check foreign law. EU law shall not count as foreign law, whereas the law of an EU member state shall count as such.

10. Period of limitation/limitation of actions

Unless the law stipulates a shorter period of limitation/limitation of actions, all claims towards the Lawyer shall lapse (excluding warranty claims if the Client is not an entrepreneur under the terms of the Austrian Consumer Protection Act), unless the Client asserts those claims in court within six months (if the Client is an entrepreneur under the terms of the Austrian Consumer Protection Act) or within one year (if the Client is not an entrepreneur); this lapse shall be applicable from the date when the Client becomes aware of the damage and of the damaging party or when the Client becomes aware of the event which otherwise gave rise to the claim; the latest point shall be five years following the conduct (violation) that caused the damage (or provided grounds for the claim).

11. Client's legal protection insurance

11.1. If the client has legal expenses insurance, he/she shall inform the lawyer thereof without delay and submit the required documents (if available). The lawyer shall then apply for legal expenses cover or obtain information as to whether and to what extent legal expenses insurance exists.

11.2. In the event that the client informs the lawyer of a legal expenses insurance policy, which, however, does not provide legal expenses cover, the lawyer shall invoice the client for the services rendered until the legal expenses cover was refused in accordance with item 8.1 of these General Terms and Conditions. If the request for legal expenses cover is the only service rendered, the lawyer shall be entitled to charge a lump sum of € 200.00 (in words: two hundred euros) plus VAT and € 20.00 (in words: twenty euros) for cash expenses.

11.3. In the event that the client informs the lawyer of a legal expenses insurance and the latter grants legal expenses cover, this shall not affect the lawyer's fee claim vis-à-vis the client and shall in no case be deemed to be the lawyer's agreement to be satisfied with the fee paid by the legal expenses insurance.

In particular, the fee for extrajudicial services rendered prior to the initiation of court proceedings may be claimed by the lawyer from the client in the event that this is not paid to the lawyer by the legal expenses insurance.

Furthermore, it is clarified that if the client has undertaken to pay a deductible to his legal expenses insurance, this deductible does not reduce the lawyer's fee, but this partial amount is to be paid by the client.

Flat rates for legal advice agreed with the client by the client's legal expenses insurance shall also have no relevance for the lawyer's fee claim. Rather, the lawyer shall be free to charge the client for his advisory services in accordance with item 8.1 of these General Terms and Conditions.

Framework agreements concluded between the lawyer and a legal expenses insurance company shall only apply if a case has been handed over by a legal expenses insurance company directly to the lawyer for handling. In the event that the client instructs the lawyer and it only becomes apparent in the course of the handling of the case that the lawyer is a contract lawyer of the client's legal expenses insurance, these framework agreements shall not apply.

11.4. The lawyer shall not be obliged to claim the fee from the legal expenses insurance, but may claim the entire fee directly from the client.

12. Termination of the Mandate

12.1. The Mandate may be terminated by the Lawyer or the Client at any time without observing a deadline and without giving reasons. However, termination shall not affect the Lawyer's claim for fees.

12.2. Whether the Mandate is terminated by the Client or the Lawyer, the Lawyer shall continue to represent the Client for 14 days inasmuch as this is necessary to protect the Client from any legal disadvantages. This obligation does not apply if the Mandate is revoked by the Client and if the Client states that they do not wish the Lawyer to work for them any further.

13. Obligation to return documents

13.1. Once the Mandate has ended, the Lawyer shall return to the Client any original documents requested by the same. The Lawyer may keep copies of those documents.

13.2. If, after the termination of the Mandate, the Clients again requests documents (copies of documents) which they previously received under the Mandate termination procedure, then the resulting costs shall be borne by the Client.

13.3. The Lawyer is under an obligation to store files for a period of five years after the termination of the Mandate, during which time they shall send the Client any copies that may be required. Costs shall be borne as detailed in clause 13.2. If longer statutory periods are applicable for retention purposes, then they must be observed. The Client shall agree to the destruction of the files (including original documents) after the expiry of the retention period.

14. Relevant law and place of jurisdiction

14.1. These Terms and Conditions and the Mandate regulated by the same shall be subject to Austrian substantive law.

14.2. Unless otherwise stipulated by law, any legal disputes arising from or in connection with the parties' contractual relationship under these Terms and Conditions – including disputes about its validity – shall be subject to the exclusive jurisdiction of the competent court of law at the Lawyer's place of business. However, the Lawyer may also file claims against the Client at any other court in or outside Austria where the relevant court has competency over the Client's place of business, place of residence, a subsidiary or assets. If the Client is a consumer under the definition of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), the provisions for jurisdiction shall be applicable as defined in section 14 of that act.

15. Concluding provisions

15.1. Changes and amendments to these Terms and Conditions are only valid if they are made in writing, with signatures, if the Client is not a consumer within the definition of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*).

15.2. Any communications sent by the Lawyer to the Client shall invariably be deemed to have been received by the Client if they have been sent to the address specified by the Client when giving the Mandate to the Lawyer or subsequently communicated or changed in writing. Unless otherwise agreed, the Lawyer may, however, communicate with the Client in any other form that is considered to be suitable by the Lawyer. Unless otherwise agreed, any communications that need to be issued in writing under these Terms and Conditions may also be sent by fax or email. Unless otherwise instructed in writing, the Lawyer may conduct email communication with the Client without encryption. The Client states that they are aware of the resulting risks (especially regarding access, data privacy and the modification of messages in the course of transmission), that they agree to accept those risks and that email correspondence may therefore be conducted without encryption.

15.3. The Client expressly agrees that the Lawyer may process, disclose or transfer personal data relating to the Client and/or their company (within the parameters of the Austrian Data Protection Act) to the extent that this is necessary and expedient for the Lawyer to carry out the work entrusted to them by the Client or to the extent that this is required under statutory obligations or under the lawyers' code of professional conduct (e.g. participation in electronic legal data exchange, etc.).

15.4. If one or more provisions in these Terms and Conditions are invalid or if this is the case for one or more provisions in the contractual relationship regulated by these Terms and Conditions, then this shall not impact the validity of the remaining agreement. In such a case the parties undertake to replace the invalid provision(s) by one that comes as close as possible to the original provision(s) in terms of the economic outcome.