

GENERAL TERMS OF ENGAGEMENT

of Saxinger, Chalupsky & Partner Rechtsanwälte GmbH, FN 185084 h
(„SCWP Schindhelm“)

1. Scope of Application

1.1. These General Terms of Engagement (Terms of Engagement) apply to transactions of SCWP Schindhelm with entrepreneurs, and customers/consumers as referred to in the Austrian Consumer Protection Act (Konsumentenschutzgesetz, hereinafter referred to as “KSchG“). Contractual relationships with consumers are referred to as “Consumer Transactions”. For special rules with regard to Consumer Transactions please see Section 13. *infra*.

1.2. These Terms of Engagement apply to all mandates, including those granted in the future (see Section 2), irrespective of whether services are rendered with regard to in court, out of court or administrative proceedings, negotiations, drafting of contracts, legal opinions and memoranda, advisory services, legal representations, trusteeships, as well as all other activities or services provided in connection with granted mandate.

1.3. Services are solely rendered on the basis of these Terms of Engagement. The Terms of Engagement apply whether agreed upon expressly or implicitly or in any other form. Further, unless superseded by a deviating agreement, the Terms of Engagement serve as means of interpretation.

1.4. General terms and conditions, other conditions or forms of the principal/client will by no means be accepted or become part of the agreement.

2. Mandate • Assignment and Power of Attorney

2.1. The mandate is the existing contractual relationship between SCWP Schindhelm as contractor (hereinafter referred to as “Attorney”) and the client as principal (hereinafter referred to as “Client”).

2.2. The mandate comprises the Attorney’s right and obligation to represent the Client to such extent as necessary and appropriate to execute the respective mandate. The Attorney runs a conflict check as requested by the provisions of the Austrian Code of Conduct for Attorneys (Rechtsanwaltsordnung, herein referred to as “RAO“).

2.3. Upon request, the Client shall sign a written power of attorney for the authorization of the Attorney. Such power of attorney may relate to the performance of individual, precisely defined or all possible legal services or acts.

2.4. By granting the mandate, the power of attorney is granted according to Section 30 para 2 Austrian Code of Civil Procedure (Zivilprozessordnung, herein referred to as “ZPO”), Section 8 RAO, Section 10 Austrian Administrative Procedure Act (Allgemeines Verwaltungsverfahrensgesetz, herein referred to as “AVG”) and Section 77 para 1 Austrian Land Registry Act (Allgemeines Grundbuchsgesetz, herein referred to as “GBG”).

3. Principles of representation • Scope and execution of the mandate

3.1. The Attorney is obliged to perform the agreed services in compliance with applicable laws, in particular in accordance with the ethics rules of the bar.

3.2. The Attorney is entitled to engage appropriate personnel (e.g. associates) and third parties as well as subcontractors for the execution of the mandate. In particular, the Attorney can be represented by one of his or her associates or by another attorney (or another law firm) and one of his or her associates (sub-authorisation). In case of any hindrance of the Attorney he or she may substitute the whole mandate or parts of it to another attorney (another law firm) (herein referred to thereafter as „substitution“).



3.3. The Attorney is entitled to consider all information, facts, evidence, data, certificates, documents etc. provided by the Client as accurate and complete and to base his or her services on unless where the incorrectness of the information, facts, evidence, data, certificates, documents etc. provided by the Client is evident.

3.4. The Attorney is entitled to perform his or her services at his or her own discretion and to take all steps, in particular to use all means to plea and defend a case as long as such steps are in the Client's interest and not in conflict with the Attorney's conscience or the law.

3.5. In exigent circumstances, the Attorney is entitled to take or refrain from an action that was not explicitly covered or even contrary to the requested mandate as long as it seems to be urgently necessary on behalf of the Client in the view of the Attorney. However, the Attorney is only obligated to take legal actions or remedies if he or she has been granted and accepted a mandate therefore.

3.6. Foreign law shall basically only be taken into account if explicitly agreed upon in writing. National law of Member States of the European Union is considered as foreign law, but not European law. The Attorney has to inform the Client if foreign law needs to be taken into consideration for the proper execution of the mandate and has to wait for further instructions which the Client has to provide immediately. In case of inappropriate delay of such instruction by the Client, in exigent circumstances and other situations that require quick action in the view of the Attorney, the Attorney may instruct one or several third parties with the assessment of foreign law at the expense of the Client (and also in the Client's name).

3.7. Once the mandate has ended, the Attorney is not obliged to inform the Client of any change in law and its resulting consequences.

3.8. In case of instructions of the Client contrary to the law or contrary to other ethics rules – for instance the “guidelines for practicing law for attorneys” (Richtlinie für die Berufsausübung der Rechtsanwälte, hereinafter referred to as “RL-BA”) or the case law of the highest instances regarding disciplinary proceedings (Oberste Berufs- und Disziplinarkommission for attorneys) or of the Austrian Supreme Court (Oberster Gerichtshof, hereinafter referred to as “OGH”) – the attorney as to reject such instruction.

3.9. The Attorney will inform the Client accordingly in writing or orally of actions and other developments in connection with the mandate.

4. Duties of the Client regarding information and cooperation

4.1. The Client provides the Attorney with all necessary circumstances, information, facts, evidence, data, documents etc, which relate or could relate to the mandate, without delay in due time even without prior request of the Attorney. This applies in particular for new or changed circumstances occurring during a current mandate. Further, the Client has to contribute to the preparation and execution of the mandate in any other way even without request. Such preparation and execution also includes professional duties of attorneys such as the provisions of the RAO to fight e.g. money laundry and finance of terrorism.

4.2. In case of delay of the Client to accept the service offered by the Attorney or in case of failure of the Client of his or her duty of cooperation/providing information, the Attorney is entitled to terminate the engagement immediately. Any fees are determined according to Section 7.

4.3. In case the Attorney is drafting contracts, the Client is obliged to provide all information necessary for the self-assessment of the property transfer tax (*Grunderwerbsteuer*), registration fee (*Eintragungsgebühr*) as well as property profit tax (*Immobilienertragssteuer*). In case the Attorney calculates the taxes and fees based on the provided information, he or she is free from bearing any liability towards the Client. The Client is obliged to hold the Attorney fully harmless in respect of any pecuniary disadvantage in case the provided information was incorrect.

5. Use of work product • Protection of Intellectual Property of the Attorney

5.1. The Attorney's work products generated in the course of the mandate (e.g. legal opinions, memoranda, contracts, records, statements, power-point presentations, video and audio recordings including respective drafts hereof) are solely addressed at the explicitly specified addressee.

5.2. The Client is obliged to take care that the work products generated in the course of the mandate such as legal opinions, memoranda, contracts, records,



statements, power-point-presentations, video and audio recordings including the respective drafts hereof are only used for the respective purpose of the engagement.

5.3. Any passing on and/or providing access to the work products of the Attorney to a third party requires the prior written consent of the Attorney; in such case these terms of engagement, in particular its provisions referring to liability, are to be passed on. No liability of the Attorney towards third parties also with regard to liability assumed of the protection of third parties arises out of such passing on of the work product.

5.4. The use of statements of the Client for advertising purposes is only allowed upon his explicit prior written approval.

5.5. The copyright of his or her work product remains with the Attorney. The granting of rights to use such work products, in particular the permission to use a copyrighted work (*Werknutzungsbewilligung*), require the prior written approval of the Attorney.

6. Confidentiality • Data protection

6.1. According to the law and the subsequent provisions, the Attorney is obliged to keep all information gathered during the engagement confidential. The Attorney is also obliged to instruct his or her employees to do likewise.

6.2. At any rate, the Attorney is released from his or her duty of confidentiality if necessary to pursuit claims of the Attorney (in particular claims regarding his or her fees) or to defend claims against the Attorney (in particular regarding damage claims by the Client or third parties against the Attorney).

6.3. Further, the Attorney is released from his or her duty of confidentiality, if the Client releases him or her here from, which the Client can do anytime, or if there are any legal provisions contrary to such duty of confidentiality. In particular, the Attorney is obliged to comply with Sections 48a seq and 82 para 5 of the Stock Exchange Act (*Börsegesetz*) and the provisions of the RAO regarding fighting money laundering and finance of terrorism. The Client's waiver of the duty of confidentiality does not release the Attorney from his or her obligation to assess whether his or her witness statement is in the Client's interest. In case the Attorney acts as a mediator, he or

she may invoke the right to make use of his or her duty of confidentiality despite the Client having waived the duty of confidentiality.

6.4. All materials provided by the Client and any content of the file of the Client may only be passed on to third parties by the Attorney upon approval of the Client unless (i) there are legal provisions that require disclosure, (ii) the disclosure is necessary in order to execute the mandate, (iii) the documents provided shall be presented to a court or authority or (iv) disclosure is required in order to prevent claims as referred to in Section 6.2. and 6.3. If the Attorney drafts contracts or agreements for more than one party, or acts otherwise for more than one Client, and all parties have agreed to and know of such joint representation, the parties are deemed to have agreed that the Attorney may provide all parties with the respective information and documents.

6.5. Unless superseded by a deviating agreement or in case of the existence of an obvious and objective interest of the Client in nondisclosure, the Attorney is entitled to reveal to third parties the name of the Client, the type of the given mandate as well as a description of the activities carried out by the Attorney under this mandate. To this extent the Client expressly releases the Attorney from his or her obligation to confidentiality. The Attorney will consider in each case whether the disclosure of such information could be to the detriment of the Client.

6.6. The documents created by the Attorney, including correspondence and file notes, can only be released on the basis of a respective written agreement. Therefore, they cannot as a whole or in part be used in a document with public access, on the internet or in any other media addressed to the public. Also no reference to such documents shall be made in any such publication. Exempt hereof are documents which are intended to be filed in a publically accessible part of a public registry.

6.7. The Attorney is controller within the meaning of the General Data Protection Regulation (GDPR) and is therefore authorized to process the personal data of the Client and its employees (or the persons involved in the mandate) on the basis of the mandate and the legal regulations.

6.8. The Attorney shall be entitled to store the personal data, which the Attorney processes pursuant to Section 8b para 4 and Section 8a para 1 RAO for the



fulfilment of its duties of care in connection with combating money laundering and terrorist financing until thirty years after the end of the mandate relationship.

7. Fee • Fee claim

7.1. Unless superseded by a different agreement, the Attorney is entitled to a reasonable fee, in particular on the basis of the Code of Attorney's Fees (Rechtsanwaltstarifgesetz, hereinafter referred to as "RATG"), the Code of Notary's Fees (Notariatsstarifgesetz, hereinafter referred to as "NTG") as well as of the general criteria for fees (Allgemeine Honorar Kriterien, hereinafter referred to as "AHK").

7.2. Unless there are provisions or special agreements to the contrary, the fee of the Attorney is based on the general criteria for fees according to the AHK, whose application is deemed to be agreed upon. Unless there is a differing written agreement, the level of the fee is based on the provisions of the AHK (or RATG and NTG) valid at the time the service was provided.

7.3. In case of an agreement to charge fees based on an hourly rate, the Attorney is entitled to charge also travelling time based on the rate agreed upon. Services provided by the Attorney are recorded and billed in units of 15 minutes or a multiple thereof. For services beyond mere assistance tasks, such as electronic recording and archiving in the context of electronic entries to the Commercial Register or the Land Register, as well as the creation of physical or digital documentation, fees for assistants are charged based on the time spent. At the beginning of each calendar year, the hourly rates agreed upon are increased by the increase of the consumer price index (CPI 2010) of the last 12 months, but at least by 2 %.

7.4. Due to its nature, the extend of the Attorney's services cannot be reliably predicted. Therefore, the Client notes that the Attorney's estimate of the expected fee is not to be regarded as a binding cost estimate (in particular not in regard to Section 5 para 2 KSchG).

7.5. In case the costs of legal representation to be reimbursed by the opposing party in proceedings exceed an agreed lump-sum or a rate based on hourly rates, the Attorney shall be entitled to such difference

provided, however, that such amount can be collected.

7.6. A detailed invoice outlining the services rendered forwarded to the Client is deemed to be approved if and to the extent that the Client does not explicitly opposes to it in writing within one month upon its receipt (at the Client).

7.7. In case of termination of the engagement, the Attorney is in any case entitled to receive fees according to the services already rendered.

7.8. If the Attorney represents more than one party, the represented parties are jointly and solidly liable for the fees of the Attorney.

7.9.1. Setting off claims against fees payable to the Attorney is only allowed upon explicit written acknowledgment or a claim recognized by a judicial decision. Respective legal prohibitions remain intact.

7.9.2. In case of Consumer Transactions, the Client has the right to compensate his or her financial liability against such of the Attorney if (a) the counterclaims have a legal connection to the claim of the Client, (b) the claims of the Attorney are recognized in writing or recognized by a judicial decision, or (c) the Attorney is insolvent. Beyond that, the Client is not allowed to compensate his or her claims with counterclaims of the Attorney. Legal prohibitions regarding offsetting remain intact.

7.10. The right of retention of the Client according to Section 1052 of the Civil Code (Allgemeines Bürgerliches Gesetzbuch, hereinafter referred to as "ABGB") is explicitly excluded.

7.11. Value added tax as legally required has to be added to the agreed or due fee. In addition to the professional fees, the Attorney is entitled to (a) reimbursement for expenses including traveling expenses, meals and lodging; (b) reimbursement for any court and filing fees; (c) reimbursement for costs in advance; as well as any other types of charges as listed in Sections 14 seq AHK.

At the discretion of the Attorney, all court and administrative fees (cash expenditure) and charges (e.g. for the purchase of external services) can be forwarded to the Client for direct payment. For overnight stays, the actual hotel costs of appropriate accommodation are charged; in case private



accommodation is used, a lump sum of the amount of EUR 130.00 is charged. For travel by car, EUR 0.60 will be charged per kilometer as well as parking fees and tolls. Photocopies are charged at EUR 0.50 per copy and EUR 1.00 per double-sided copy. Excerpts from the Commercial Register and the Land Register are charged according to the fees charged by the electronic databases but at least at EUR 10.00 per excerpt, facsimile transmission charges amount to EUR 0.50 per page, and postage is charged as accrued based on the records of the Attorney.

7.12. The costs for invoicing and issuing the invoice shall not be charged to the Client. However, this is not applicable to additional costs not caused by the Attorney, e.g. costs for translations of the list of services rendered into a different language from German as requested by the Client. Unless there is a differing agreement, the Client will be charged for costs incurred upon request of the client in connection with letters to the annual auditor of the Client, which comprises of e.g. the status of ongoing mandates, a risk assessment for potentially setting aside financial reserves, and/or the fee not invoiced at a specific date.

7.13. The Attorney is entitled to issue an invoice at any time, in particular at the end of every month, and to ask for an appropriate advancement.

7.14. The Attorney is entitled to compensate due fees including charges and expenses with any deposit, transfer fund or even deposits held in custody of the Client. Reference is made to the Attorney's statutory lien according to Section 19a RAO.

7.15. In case the Client has a legal expenses insurance or any other insurance covering legal fees and/or court fees, the Client has to inform the Attorney hereof immediately and unsolicited and pass on all documents required (if available). The announcement of such insurance and the subsequent coverage of costs – also of the Attorney – leave the claim of the Attorney's fee towards the Client intact. The announcement of the insurance by the Client and contacting of such insurance company by the Attorney shall not be deemed as consent of the Attorney to accept the payments of the insurance company to fully cover his or her fee claim. The Attorney is not obliged to request his or her fee from the insurance company directly but can request the full amount of the fee from the Client.

7.16. In case fee is not paid timely and in full, Attorney is entitled to statutory default interest in the

amount of 4 %. In case the Client has wrongfully caused the delay, the statutory default interest rate amounts to 9.2 % above the base interest rate at that given time. In such case, the Client also has to bear the exceeding actual damage. Other statutory rights (e.g. Section 1333 ABGB) remain unaffected.

7.17. Claims regarding expenses of the Client towards his or her opposing party are passed on to the Attorney with their creation up to the amount of the fee. The Attorney is entitled to inform the opposing party of such passing on.

7.18. In case the accuracy and amount of the Attorney's fee are being denied, both Client and Attorney are entitled to approach the exclusion of the bar association for an amicable settlement of the dispute (Section 19 para 2 RAO).

8. Handover obligation

8.1. After termination of the mandate, upon demand the Attorney has to hand over all documents in their original version, which he or she has received during his or her services, to the Client; however, such obligation shall not apply to documents relating to correspondence between the Attorney and the Client and documents, of which the Client is in possession of the original. The Attorney is entitled to make or keep photocopies, transcripts or any other form of storage of the documents he or she is handing over to the Client.

8.2. In case the Client requests again documents or photocopies hereof, which he or she has already received during the mandate, after termination of the mandate, then the Client has to bear the respective costs (e.g. photocopies, postal charges).

8.3. The Attorney keeps the documents, which he or she has received in connection with the mandate and which he or she has created, and the correspondence regarding the mandate for 7 years as of termination of the mandate, unless documents received from the Client were returned. During this time the Client can receive duplications as required. Regarding bearing the respective costs see Section 8.2. Should there be any statutory requirements to keep such documents for a longer period, they apply. The Client agrees to the destruction of the file (including original documents) after expiration of such storage duty.



9. Attorney's liability

9.1.1. The Attorney is not liable for financial loss of the Client in case of wrong advice, wrong representation or other wrong services in case of slight negligence regarding an infringement of his or her duties. The same applies to slight negligent acts of the Attorney's personnel or other third parties, for whom he or she is responsible. The Attorney is liable for physical injury of the Client independent of the degree of the fault accused of.

9.1.2. The liability of the Attorney for wrong advice, wrong representation or other wrong services is limited regarding other (gross negligent or intentional) infringements of his or her obligations is limited to a maximum amount of EUR 10,000,000.00.

In case two or more persons suffered damages, the maximum amount will be divided between these persons suffered in relation to the amount of their claims.

The respective maximum amount comprises all claims against the Attorney because of wrong advice, wrong representation or other wrong services, in particular claims for damages and reduction of price. The respective maximum amount does not comprise claims of the Client for reclaims of a fee that has already been paid to the Attorney. Any retention does not diminish the liability. Liability for lost profits and expected but not realized savings are excluded from liability.

9.1.3. Reversal of evidence according to Section 1298 sentence 2 ABGB is expulsed.

9.2.1. In case of business with consumers, the liability of the Attorney for personal injury is unlimited.

9.2.2. In case of business with consumers, the Attorney is liable for all other damages as follows:

(a) The Attorney is liable towards the Client for wrong advice, wrong representation or wrong other services in case of infringements of his or her duties, if the damage occurred by him or her or a person he or she is responsible for on the basis of gross negligence or intent.

(b) In case of slight negligence, liability of the Attorney for wrong advice, wrong representation or other wrong services for infringements of his or her duties

is limited to the maximum amount of EUR 10,000,000.00.

9.3. Information and/or advice given verbally or on the phone only cause liability as stated in these Terms of Engagement in case such information and/or advice was confirmed by the Attorney in writing.

9.4. The application of Section 924 sentence 2 ABGB shall be explicitly excluded.

9.5. In case the Attorney uses third parties e.g. a subcontractor, tax advisor, public accountant, other experts, etc., the liability of the Attorney for damages shall be limited to fault in selection of such third party. Liability of the Attorney is excluded for damages caused by the representation or counselling of foreign attorneys acting on behalf of the Client and/or of the Attorney outside of Austria.

9.6. The Attorney is only liable towards the Client, not towards third parties. The Client is required to explicitly inform third parties hereof, when they get in touch with services of the Attorney through the Client.

9.7. The Attorney is only liable for foreign law as far as it has to be taken into consideration. See also Section 3.6.

9.8. The limitations of this Section 9., in particular the limitation of liability according to Sections 9.1. and 9.2., are applicable to all lawyers acting for the law firm (as shareholder, managing director, employed lawyer or in any other function).

9.9. Unless the legal statute of limitation or for foreclosure is shorter, all claims against the Attorney lapse unless the Client files them in court within six months of the point in time when the Client becomes aware of damage and wrongdoer or of any other event giving rise for the claim. Any claim is absolutely lapsed five years after the damaging behaviour/infringement.

9.10. In case of a Consumer Transaction, all claims against the Attorney lapse unless filed in court by the Client within one year of awareness of the Client of damage and wrongdoer or any other event giving rise for the claim. Warranties are excluded hereof. All claims of the Attorney lapse latest five years after the damaging behaviour/infringement. This is not



applicable in case there is a shorter term of lapse or preclusion.

10. Termination of the mandate

10.1. Unless otherwise agreed upon in writing or subject to professional legal provisions, both parties are entitled to terminate the mandate any time with immediate effect. The fee claim of the Attorney remains intact (see Section 4.2. and 7.).

10.2. In case of termination by the Client or the Attorney, the Attorney has to continue his or her representation for another 14 days as far as necessary to protect the Client of any legal disadvantages. Such duty shall not apply, if the Client revokes the mandate and expresses that he or she does not want any additional services of the Attorney.

11. Choice of law and jurisdiction

11.1. These Terms of Engagement and the mandate governed by them, in particular their execution and resulting claims, are subject to Austrian law to the exclusion of referring provisions.

11.2. Any disputes in connection to these Terms of Engagement and arising out of the mandate, including disputes referring to its conclusion, validity and interpretation, are subject to the exclusive jurisdiction of the court in Linz. However, the Attorney is entitled to file claims against the Client also at any other court within or outside of Austria, in which the Client is based, has a subsidiary or estate there.

12. Miscellaneous

12.1. Communications of the Attorney with the Client are deemed to have been received by the Client if they have been sent to the address communicated by the Client when engaging the Attorney, or to an address subsequently communicated in writing. Notwithstanding the foregoing, and unless otherwise agreed upon, the Attorney may correspond with the Client in any other form deemed to be appropriate by the Attorney, in particular using the email address(es) provided by the Client to the Attorney for the purpose of communication. In case the Client sends emails to the Attorney from one or more other email address(es), the Attorney is entitled to also communicate via these email-addresses.

12.2. Any communication that needs to be in writing pursuant to these Terms of Engagement may also be forwarded by facsimile or email unless otherwise

agreed upon. Unless the Client has instructed the Attorney in writing differently, the Attorney shall send emails to the Client in unencrypted form. The Client states that he or she is aware of the risk associated (in particular regarding access, confidentiality, alterations in communications in the course of forwarding) and accepts that the email communication is conducted in unencrypted form while being aware of the risks laid out above.

12.3. Any valid changes or amendments of these Terms of Engagement have to be in writing.

13. Special regulation for Consumer Transactions

13.1. Following provisions do not apply to Consumer Transactions: 7.5., 7.6., 7.8., 7.9.1., 7.10., 9.1.1., 9.1.2., 9.1.3., 9.4., 9.9., 11.1., 11.2. and 12.3.

13.2. Following provisions apply to Consumer Transactions only: 7.9.2., 9.2.1., 9.2.2. and 9.10.

13.3. Further, the following provision applies to Consumer Transactions only: In case of fee conflicts between the Attorney and the Client, the Client is entitled to request the independent examination of the fee by the bar association of Upper Austria. In case the Attorney consents to the examination, the bar association of Upper Austria will conduct an out-of-court and free examination of the adequacy of the fee. The arbitration board for consumers (www.verbraucherschlichtung.or.at) shall act as the out-of-court arbitration board. The Client recognizes that the Attorney is not obliged to invoke this arbitration board or to consent to the jurisdiction of this arbitration board. Hence, in case of a fee conflict between the Attorney and the Client, the Attorney will decide on a case-by-case basis whether or not the Attorney agrees with an out-of-court arbitration proceeding.

14. Locations of SCWP Schindhelm

Saxinger, Chalupsky & Partner Rechtsanwälte GmbH operates and is accessible in Austria at the following locations:

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