

General Terms and Conditions

Concerning activities of

PRETTENHOFER RAIMANN PEREZ RECHTSANWALTPARTNERSCHAFT (OG)

- ATTORNEYS AT LAW -

1. Scope of application

- 1.1. The General Terms and Conditions shall apply to all activities and acts of representation in court and out of court, which are undertaken in the course of a contractual relationship (hereinafter referred to as “**mandate**”) between the Prettenhofer Raimann Perez Rechtsanwaltspartnerschaft (OG), Opolzergasse 6, Mezzanin left 2A, A-1010 Vienna, registered in the Commercial Register of the Commercial Court in Vienna under FN 268368i or one of its partners/lawyers (hereinafter referred to as “**PRP**”) and the client.
- 1.2. Unless agreed otherwise in writing, the General Terms and Conditions shall also apply to new mandates.

2. Mandate and power of attorney

- 2.1. PRP shall have the right and obligation to represent the client to the extent that is necessary and expedient in order to comply with the mandate. In the event that the legal situation changes after the mandate has ended, PRP shall not be obligated to draw the client’s attention to these changes or the consequences resulting therefrom.
- 2.2. When so requested, the client shall sign a written power of attorney for PRP. 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. PRP shall perform the representation entrusted to them in conformity with statutory provisions and represent the rights and interests of the client vis-à-vis all persons, applying diligence, loyalty and conscientiousness.
- 3.2. As a matter of principle, PRP shall have the right to provide the performance at his own discretion and to take all steps, especially to use all means of prosecuting and defending a case, as long as they do not conflict with the mandate with the client, the lawyer’s conscience or the law.
- 3.3. If the client issues an instruction to PRP, compliance of which is incompatible with the principles for the proper exercise of the profession of the lawyer, based on statutory provisions or other statutory regulations regarding codes of conduct (e.g. the “Richtlinien für die Berufsausübung der Rechtsanwälte” [RL-BA], i.e. the “Guidelines for the Exercise of the Profession of Lawyers” or the common practice regarding awards of the Supreme Commission for Appeals and Disciplinary Measures for Lawyers or Trainee Lawyers), PRP shall reject the instruction. In the event that PRP considers instructions to be inappropriate for, or even to the detriment of the client, PRP shall inform the client of the possible negative consequences before carrying out the client’s instructions.

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- 3.4. In the event of imminent danger, PRP shall have the right to take or to refrain from an act, although this may not expressly be covered by the mandate or may be contrary to an issued instruction of the client, if this appears to be urgently required in the interest of the client.

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

- 4.1 After the client has entered into a mandate, the client shall be obliged to provide PRP with all information and facts without delay, which may be of significance for complying with the mandate, as well as to make accessible all required documents and means of evidence. PRP shall have the right to assume, that the information, facts, documents, papers and means of evidence are correct, unless their incorrectness is obvious.
- 4.2 During the term of the mandate, the client shall be obliged to communicate to PRP 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. PRP cannot be held responsible for any adverse effect that may arise from the client's fail to communicate PRP such circumstances.

5. Obligation of confidentiality, conflict of interests

- 5.1. PRP is bound by professional secrecy in all matters which have been confided to the law firm and all facts which have otherwise become known to PRP in the law firm's capacity as a lawyer, whose confidentiality is in the interest of the client.
- 5.2. Within the terms of applicable laws and guidelines, PRP shall have the right to assign to all staff members the processing of matters, to the extent that there is proof that these staff members have been instructed of the obligation to maintain confidentiality.
- 5.3. PRP shall be released from the obligation of confidentiality only to the extent that is necessary in order to prosecute PRP's claims (especially claims for PRP's fee) or to defend claims against PRP (especially claims for damages by the client or third parties against PRP).
- 5.4. The client may release PRP from the obligation of confidentiality at any time. This release from the obligation of confidentiality by the client does not release PRP from the obligation of verifying whether the statement of PRP is in the best interest of the client.
- 5.5. PRP 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“).

6. The lawyer's obligation to inform the client

PRP shall bring all actions taken in connection with the mandate to the attention of the client, in oral or written form, as well as in sufficient detail.

7. Sub-authorization and substitution

- 7.1. PRP may ask a trainee lawyer in PRP's service or another lawyer, or that lawyer's authorized trainee lawyer, to represent PRP (sub-authorization).

- 7.2. In case of being prevented, PRP may pass on the mandate or individual sub-activities to another lawyer (substitution).

8. Fees

- 8.1. In the absence of agreements, PRP shall be entitled to receive an adequate fee.
- 8.2. Also when agreeing on a lump-sum or time-based fee, PRP – in addition to the lawyer's fee – shall at least be entitled to the cost refund recovered from the opposing party, to the extent, that this amount can be collected; otherwise, PRP shall receive the agreed lump-sum or time-based fee.
- 8.3. The value-added tax at the statutory rate shall be added to the fee due to/agreed with PRP, as well as all required and appropriate expenses (e.g. for travelling/commuting, telephone, telefax, copying), and the cash-expenses incurred on behalf of the client (e.g. court fees).
- 8.4. The client takes note of the fact that estimates, made by PRP and not expressly referred to as binding, regarding the anticipated amount of fee are without engagement and cannot be regarded as binding cost estimate (as defined by § 5 para 2 of the Austrian Consumer Protection Act), since it is in the nature of the lawyer's performance that its scope cannot be reliably assessed in advance.
- 8.5. The effort required for calculating the fee and preparing the invoice shall not be debited to the client. However, this shall not apply to the effort required for translating the list of services provided, upon client's request, into another language than German. Unless there are other agreements, the invoiced amount shall include the service of drawing up letters upon the client's request to the client's chartered auditor which relate, for example to the status of pending cases, or give an assessment of the risks for the purpose of setting aside provisions and/or reporting on the state of outstanding fees at a certain reporting date.
- 8.6. PRP shall have the right to issue fee-invoices at any time, in any event every quarter as well as to ask for advance payments on the fee.
- 8.7. In the event that the client is an entrepreneur, an invoice forwarded to client and properly broken down into its various items shall be deemed to have been approved, if and to the extent that the client does not expressly oppose it in writing within one month of its receipt (receipt by PRP shall be the decisive date).
- 8.8. In the event that the client is delayed in paying all or a part of the fee, the client shall pay interest on arrears to PRP in the statutory amount, as a minimum, however, in the event that the client is a consumer 4% per annum above the respectively applicable basic interest rate, in the event that the client is an entrepreneur, 9.2 % per annum above the respectively applicable basic interest rate. The foregoing shall not affect any further statutory claims (e.g. pursuant to § 1333 ABGB).
- 8.9. All expenses paid to courts or authorities (cash expenses) and costs (e.g. for sub-contracted performances by third parties) may be forwarded to the client – in the discretion of PRP – for direct payment by the client.
- 8.10. In the event that several clients enter into a mandate with PRP regarding a legal matter, all clients are collectively liable for any claims arising to PRP in this connection.
- 8.11. Claims for cost refunds by the client against the opposite party are herewith assigned to PRP in the amount of the lawyer's fee claim, as soon as they arise. PRP shall have the right to inform the opposing party of this assignment at any time.
- 8.12. The client explicitly agrees that the fee agreement between PRP and him/her is also valid for services, that are provided after the revocation of the power of attorney in connection with the after-effect of the power of attorney according to § 36 Austrian Code of Civil Procedure (ZPO).

9. PRP's liability

- 9.1. PRP shall apply diligence, loyalty and conscientiousness while performing the representation entrusted to the law firm and PRP is liable to the client for a professional (§ 1299 ABGB) execution of PRP's assignment. **PRP is liable for damages caused intentional or gross negligent. Claims for damages only caused slightly negligent are barred. Concerning claims of damages caused gross negligent, the provision of the shifted burden of proof according § 1298 ABGB shall be deemed to be waived.**
- 9.2. The client agrees, that PRP's liability for a single loss is limited altogether to Euro 731,000.—provided this is legally permissible. A single loss shall mean the total claims for damages on the ground of one and the same action or the total claims which are asserted by one person on the ground of different actions related legally or business-wise, or the total claims from a single damage or loss which was caused by one or more actions.
- 9.3. When mandating a law firm, the restrictions on liability pursuant to Sections 9.1 and 9.2 also apply to the benefit of all lawyers acting on behalf of the law firm (in their capacity as partners, managing directors, employed lawyers or in another function).
- 9.4. PRP 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 parties ("Auswahlverschulden").
- 9.5. PRP 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 contract with the lawyer's performance on account of the client's efforts.
- 9.6. PRP shall be liable for any knowledge of foreign law only in the event of a written agreement, or if PRP offers to examine foreign law. EU law shall never be deemed to be foreign law, whereas this applies to the law of Member States.
- 9.7. The client is aware, that the clarification of tax issues is not covered by the scope of services to be rendered by PRP. For this purpose the client shall engage tax consultants. PRP shall not be liable for any damage which could be caused by tax issues.

10. Lapse/preclusive period

Unless the law stipulates a shorter time 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 PRP 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 the claim).

11. Client's legal expenses insurance

- 11.1. In the event that the client has a legal expenses insurance, he/she shall inform PRP thereof without delay and present the required papers (if available). However, independent of the foregoing, PRP shall also be obliged to obtain information as to whether and to what extent there is insurance of legal expenses and apply for coverage under the legal expenses insurance.

- 11.2. The disclosure of legal expenses insurance by the client and obtaining coverage under the legal expenses insurance by PRP shall not affect the fee claim of PRP against the client. Nor shall it be deemed as consent on the part of PRP, i.e. to accept as the lawyer's fee the payment made pursuant to the legal expenses insurance. PRP shall not be obliged to draw the client's attention to this.
- 11.3. In the event that the client instructs PRP to take actions to obtain coverage of the legal expenses insurance, it is recalled that these services are (also) subject to the lawyer's fee and/or that PRP is entitled to charge compensation for any expenses additional accrued in that respect.
- 11.4. PRP shall not be obligated to claim his/her fee directly from the legal expenses insurance, but may request payment of the full remuneration from the client.

12. Termination of the Mandate

- 12.1. PRP or the client may end the mandate at any time without observing a deadline and without giving any reasons. The lawyer's fee claim shall remain unaffected by the foregoing.
- 12.2. In the event that PRP and the client agree to a lump-sum fee, an immediate revocation of the mandate shall not be possible or it is only valid after the end of the payment period following to the concluded payment period.
- 12.3. In the event of a termination by the client or by PRP, PRP shall continue to represent the client for another 14 days, as far as this is necessary in order to protect the client against any legal detriment. This obligation does not apply in the event that the client revokes the mandate and states that he/she does not wish to obtain any further service by PRP.

13. Obligation to surrender

- 13.1. PRP shall return the originals of documents after the mandate relationship has ended upon the client's request. PRP shall have the right to keep copies of these documents.
- 13.2. Whatever the client asks for further documents (copies of documents) after the end of the mandate, which the client already received during the term of the mandate, the client shall bear the costs incurred in this connection.
- 13.3. PRP shall be obliged to keep the files for a period of five years as of the end of the mandate and to provide the client with copies, if so needed, during that time. Section 13.2. shall apply in analogy to such costs. Whenever there are longer statutory periods pertaining to the obligation to keep documents, these shall be observed. The client shall agree to the destruction of the files (also of original documents) after the expiry of the storage period.

14. Governing law and jurisdiction

- 14.1. The present Terms and Conditions for contracts and the client/lawyer relationship governed by them shall be subject to Austrian substantive law, excluding the conflict-of-law rules of the Code on Private International Law (IPRG).
- 14.2. Unless there are peremptory statutory provisions to the contrary, the parties shall agree on the sole competency of the court with jurisdiction over the subject matter at the seat of PRP for any and all legal disputes arising from, or in connection with the contractual relationship, governed by the present Terms and Conditions for Contracts, which shall also include disputes regarding its validity. However, PRP shall also have the right to file claims against the client at any other court in Austria or abroad, which has competency over the place at which the client has his/her seat, domicile, place of business, or property.

The provisions on the legal venue as defined in § 14 of the Austrian Consumer Protection Act shall apply with regard to clients who are consumers as defined in the Austrian Consumer Protection Act. However, PRP has the ability to file claims against the client who is a consumer under the Austrian Consumer Protection Act (also) at the place of his/her domicile on the date of concluding the contractual relationship.

15. Miscellaneous

- 15.1. Changes or amendments of the present Terms and Conditions for Contracts shall be made in writing in order to be valid, whenever the client is not a consumer as defined by the Austrian Consumer Protection Act. Any derogation from the written form can only be made in writing.
- 15.2. Communications by PRP to the client shall, in any event, be deemed to have been received if they are sent to the address communicated by the client when retaining PRP or to another address communicated subsequently in writing. However, PRP may correspond with the client in any other form that is deemed to be appropriate, unless provided otherwise. Any communication that needs to be in written form pursuant to the present Terms and Conditions for Contracts may also be forwarded by means of telefax or e-mail, unless provided otherwise. Unless the client issues another written instruction, PRP shall have the right to engage in e-mail communication with the client in unencoded form. The client shall state that he/she is aware of the attaching risks (especially access, confidentiality, alterations in communications in the course of the forwarding) and accepts – in full awareness of these risks – that e-mail communication is conducted in unencoded form.
- 15.3. The client shall expressly agree that PRP processes, provides or communicates person-related data regarding the client and/or the client's enterprise (as defined in the Austrian Data Protection Act) to such an extent as this appears to be necessary and expedient or results from statutory obligations or duties under the provisions on the exercise of the profession of legal counselling (e.g. to take part in the electronic legal data exchange, etc.) in order to comply with the tasks for which the client has retained PRP.
- 15.4. Whatever one or several conditions of the present Terms and Conditions for Contracts or of the contractual relationship governed by the present Terms and Conditions becomes invalid, this shall not affect the validity of the remaining provisions. The contracting parties agree to replace the ineffective provision(s) by another provision that comes to the closest to the intended economic result.