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General Terms and Conditions for Contracts of Dr Lukas Fantur Attorney at Law (Lawyer)

1. Scope of Application

1.1 The Terms and Conditions for Contracts shall apply to all activities and acts of representation in court and out of court, as well as before authorities, which are undertaken in the course of a contractual relationship (hereinafter also referred to as *"mandate"*) between Dr Lukas Fantur , Attorney at Law (hereinafter simply referred to as *"lawyer"*) and a client.
1.2 The Terms and Conditions for Contracts shall also apply to new mandates, unless agreed otherwise in writing.

2. Mandate and Power of Attorney

2.1 The lawyer 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, the lawyer shall not be obliged 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 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 perform the representation entrusted to him/her 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, the lawyer shall have the right to provide the performance at his/her 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 his/her lawyer, 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"*, 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), the lawyer shall reject the instruction. In the event that the lawyer considers instructions to be inappropriate for, or even to the detriment of the client, the lawyer shall inform the client of the possibly negative consequences before carrying out the client's instructions.
3.4 In the event of imminent danger, the lawyer shall have the right to take or to refrain from an act, although this may not expressly be covered by the mandate, 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 the lawyer 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. The lawyer shall have the right to assume that the information, facts, documents, papers and means of evidence are correct, unless their incorrectness is obvious. The lawyer shall work towards obtaining all facts by means of asking the client target-oriented questions and/or resorting to other appropriate means. The second sentence of Section 4.1 shall apply to the correctness of supplementary information.
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 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 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 perfo$rmance 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

The lawyer 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

The lawyer may ask a trainee lawyer in lawyer's services or another lawyer, or that lawyer's authorized trainee lawyer, to represent the lawyer (sub-authorization). In case of being prevented, the lawyer may pass on the mandate or individual subactivities to another lawyer (substitution).

8. Fees

8.1 In the absence of other agreements, the lawyer shall be entitled to receive an adequate fee.
8.2 Also when agreeing on a lump-sum or time-based fee, the lawyer - 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, the lawyer 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 the lawyer, as well as all required and appropriate expenses (e.g. for traveling/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 the lawyer and not expressly referred to as binding, regarding the anticipated amount of the fee are without engagement and cannot be regarded as a binding cost estimate (as defined by § 5 (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, upon client's request, into another language than German the list of services provided. 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 accountant 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 The lawyer shall have the right to send invoices at any random point in time, in any event, however, every quarter, as well as to ask for advances 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 the lawyer 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 the lawyer in the statutory amount, as a minimum, however, 4% above the respectively applicable basic interest rate. The foregoing shall not affect any further statutory claims (e.g. pursuant to § 1333 of the Austrian General Civil Law Code).
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 the lawyer – for direct payment by the client.
8.10 In the event that several clients enter into a mandate with the lawyer regarding a legal matter, all clients are collectively liable for any claims arising to the lawyer in this connection.
8.11 Claims for cost refunds by the client against the opposite party are herewith assigned to the lawyer in the amount of the lawyer's fee claim, as soon as they arise. The lawyer shall have the right to inform the opposing party of this assignment at any time.

9. The 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 in § 21 a of the Regulations Regarding Lawyer's Practices (*"Rechtsanwaltsordnung"*) in its respectively valid version. At present, the amount is EUR 400,000.00 (in words: four-hundred thousand euros). 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.

9.2 The maximum amount applicable pursuant to Section 9.1 comprises all claims existing against the lawyer for faulty advice and/or representation, such as, in particular, claims for damages and price reduction. This maximum amount does not comprise the client's claims to receive back the fee paid to the lawyer. Possible deductibles do not reduce the liability. The maximum amount applicable pursuant to Section 9.1 relates to a single insured incident. In the presence of two or several competing damaged parties (clients), the maximum amount of each damaged party shall be reduced in proportion to the amounts claimed.

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 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.

9.5 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.

9.6 The lawyer shall be liable for any knowledge of foreign law only in the event of a written agreement, or if the lawyer offers to examine foreign law. EU law shall never be deemed to be foreign law, whereas this applies to the law of Member States.

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 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. Client's 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. The lawyer shall draw the client's attention to this fact.

11.3 The lawyer shall not be obliged 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 The lawyer 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 of a termination by the client or by the lawyer, the lawyer shall continue to represent the client for another 14 days, inasmuch 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 the lawyer.

13. Obligation to Surrender

13.1 The lawyer shall return the originals of documents after the mandate relationship has ended upon the client's request. The lawyer shall have the right to keep copies of these documents.

13.2 Whenever 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 The lawyer 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. Choice of 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.

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 the lawyer 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, the lawyer 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.

15. Final Provisions

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.

15.2 Communications by the lawyer 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 the lawyer, or to another address communicated subsequently in writing. However, the lawyer 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, the lawyer 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 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 the lawyer processes, provides or communicates person-related data regarding the client and/or 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 counseling (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 the lawyer.

15.4 Whenever one or several conditions of the present Terms and Conditions for Contracts or of the contractual relationship governed by the present Terms and Conditions for Contracts 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 closest to the intended economic result.

Place / Date: .....

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Client