



General Terms and Conditions of Engagement Dr Lukas Fantur, Solicitor

1. Scope

1.1. These Terms and Conditions of Engagement apply to all activities and acts of representation, whether before the courts or administrative authorities or out of court, carried out in the course of a contractual relationship between Dr. Lukas Fantur (hereinafter referred to simply as *the 'Lawyer'*) and the client (hereinafter also referred to as *the 'Client'*).

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

2. Mandate and Power of Attorney

2.1. The Lawyer is entitled and obliged to represent the Client to the extent necessary and appropriate for the fulfilment of the mandate. Should the legal situation change after the end of the mandate, the Lawyer is not obliged to inform the Client of any changes or the resulting consequences.

2.2. The client must, upon request, sign a written power of attorney for the lawyer. This power of attorney may relate to the performance of individual, specifically defined or all possible legal transactions or legal acts.

3. Principles of representation

3.1. The lawyer shall conduct the representation entrusted to him in accordance with the law and shall represent the client's rights and interests vis-à-vis all persons with diligence, loyalty and conscientiousness.

3.2. The solicitor is, in principle, entitled to perform his services at his own discretion and to take all necessary steps, in particular to employ all means of attack and defence in any manner, provided that this does not conflict with the client's instructions, his conscience or the law.

3.3. If the client issues an instruction to the lawyer, compliance with which would conflict with the principles of proper professional conduct based on the law or other professional rules (e.g. the *'Guidelines for the Professional Practice of Lawyers'* [RL-BA] or the case law of the Supreme Appeals and Disciplinary Commission for Lawyers and Trainee Lawyers [OBDK]), the lawyer must refuse to comply with the

instruction. If, in the lawyer's view, instructions are inappropriate or even detrimental to the client, the lawyer must inform the client of the potentially adverse consequences before carrying them out.

3.4. In cases of imminent danger, the lawyer is entitled to take or refrain from taking action which is not expressly covered by the mandate or which conflicts with an instruction given, if this appears urgently necessary in the client's best interests.

4. The client's duties to provide information and to cooperate

4.1. Once the mandate has been granted, the client is obliged to inform the lawyer without delay of all information and facts that may be relevant to the performance of the mandate and to make all necessary documents and evidence available. The lawyer is entitled to assume the accuracy of the information, facts, deeds, documents and evidence, provided that their inaccuracy is not obvious.

4.2. Whilst the mandate is in force, the client is obliged to inform the solicitor immediately upon becoming aware of any changed or new circumstances that may be relevant to the performance of the mandate.

5. Duty of confidentiality, Conflict of Interest

5.1. The lawyer is obliged to maintain confidentiality regarding all matters entrusted to him and any facts that have otherwise come to his knowledge in his professional capacity, the confidentiality of which is in the client's best interests.

5.2. The lawyer is entitled to instruct all staff to handle matters in accordance with applicable laws and guidelines, provided that such staff have been made aware of their duty of confidentiality.

5.3. The lawyer is released from the duty of confidentiality to the extent that this is necessary to pursue the lawyer's claims (in particular claims for the lawyer's fees) or to defend against claims made against the lawyer (in particular claims for damages by the client or third parties against the lawyer).

5.4. The client may release the solicitor from the duty of confidentiality at any time. Such release by the client does not relieve the solicitor of the obligation to assess whether his or her statement is in the client's best interests.

6. The lawyer's duty to report

The lawyer must inform the client, to an appropriate extent, either orally or in writing, of the actions he has taken in connection with the mandate.

7. Delegation of authority and Substitution

A solicitor may be represented by a trainee solicitor working for him, or by another solicitor or that solicitor's authorised trainee solicitor (sub-delegation). If a solicitor is unable to act, he may transfer the mandate or individual parts thereof to another solicitor (substitution).

8. Fees

8.1. Unless otherwise agreed, the lawyer is entitled to a reasonable fee.

8.2. Even where a fixed-fee or hourly rate, the lawyer is entitled to at least the amount of costs recovered from the opposing party in excess of that fee, insofar as such costs can be recovered; otherwise, the agreed flat-rate or hourly fee applies.

8.3. The fee due to the lawyer or agreed with him shall be increased by value added tax at the statutory rate, necessary and reasonable expenses (e.g. for travel, telephone, fax, photocopies) and cash outlays paid on behalf of the client (e.g. court fees).

8.4. The client acknowledges that any estimate of the likely fee to be incurred, provided by the lawyer but not expressly designated as binding, is non-binding and shall not be regarded as a binding cost estimate (within the meaning of Section 5(2) of the Consumer Protection Act (KSchG)), as the scope of the services to be provided by the lawyer cannot, by its very nature, be reliably assessed in advance.

8.5. The client will not be charged for the time and effort involved in settling accounts and preparing fee invoices. However, this does not apply to the time and effort incurred in translating specifications into a language other than German at the client's request. Unless otherwise agreed, the client will be charged for the time spent drafting letters, at the client's request, to the client's auditor, setting out, for example, the status of pending cases, a risk assessment for the creation of provisions and/or the status of outstanding fees as at the balance sheet date.

8.6. It is agreed that invoices shall be issued monthly, accompanied by the relevant time sheets detailing the hours worked, so that the client is in a position to assess the financial implications.

8.7. If the client is a business, a fee invoice sent to the client and duly itemised shall be deemed to have been approved unless and to the extent that the client objects in writing within one month (the date of receipt by the solicitor being decisive) of receipt.

8.8. Should the client default on payment of all or part of the fees, they shall pay the lawyer default interest at the statutory rate, but at least at a rate of 4 per cent above the relevant base rate. Any further statutory claims (e.g. Section 1333 of the Austrian Civil Code (ABGB)) remain unaffected.

8.9. All court and administrative costs (out-of-pocket expenses) and fees (e.g. for external services procured) may – at the lawyer's discretion – be forwarded to the client for direct settlement.

8.10. Where an instruction is given by several clients in a single legal matter, they shall be jointly and severally liable for all claims arising therefrom on the part of the solicitor.

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Signature(s)

8.11. Any claims for reimbursement of costs that the client may have against the opposing party are hereby assigned to the lawyer in the amount of the lawyer's fee claim against the opposing party as and when they arise. The lawyer is entitled to notify the opposing party of the assignment at any time.

9. Liability of the solicitor

9.1. The lawyer's liability for incorrect advice or representation is limited to the sum insured available for the specific claim, but shall amount to at least the sum insured specified in Section 21a of the German Lawyers' Act (RAO), as amended. This currently stands at €400,000 (in words: four hundred thousand euros). Where the client is a consumer, this limitation of liability applies only in the event of damage caused by slight negligence.

9.2. The maximum amount applicable under clause 9.1 covers all claims against the lawyer arising from incorrect advice and/or representation, such as, in particular, claims for damages and reduction of fees. This maximum amount does not cover claims by the client for the reimbursement of fees paid to the lawyer. Any excesses do not reduce the liability. The maximum amount applicable under clause 9.1 relates to a single insured event. Where there are two or more competing injured parties (clients), the maximum amount for each individual injured party shall be reduced in proportion to the amount of their respective claims.

9.3. The lawyer shall be liable for third parties (in particular external experts) commissioned to perform individual partial services with the client's knowledge in the course of providing the service, who are neither employees nor partners, only in the event of negligence in their selection.

9.4. The lawyer shall be liable only to his client, not to third parties. The client is obliged to expressly draw the attention of any third parties who, through the client's own actions, come into contact with the lawyer's services to this fact.

9.5. A solicitor shall only be liable for knowledge of foreign law if this has been agreed in writing or if the solicitor has offered to examine foreign law. EU law is never regarded as foreign law, whereas the law of the Member States is.

10. Limitation Periods/Preclusion

Unless a shorter limitation or preclusion period applies by law, all claims (provided the client is not a

trader within the meaning of the Consumer Protection Act, but excluding warranty claims) against the lawyer shall lapse if they are not brought before a court by the client within six months (if the client is a trader within the meaning of the Consumer Protection Act) or within one year (if the client is not a trader) from the date on which the client becomes aware of the damage and the identity of the party responsible for the damage, or of the event otherwise giving rise to the claim, but at the latest five years after the conduct (breach) causing the damage (or giving rise to the claim).

11. Legal expenses insurance for the Client

11.1. If the client has legal expenses insurance, they must inform the solicitor of this without delay and provide the necessary documents (where available).

11.2. The client's disclosure of legal expenses insurance and the lawyer's obtaining of cover under such insurance shall not affect the lawyer's claim for fees against the client and shall not be construed as the lawyer's consent to accept the payment made by the legal expenses insurer as his fee. The lawyer must draw the client's attention to this.

11.3. The solicitor is not obliged to claim the fee directly from the legal expenses insurer, but may demand payment of the full fee from the client.

12. Termination of the Mandate

12.1. The mandate may be terminated at any time by the solicitor or the client without notice and without giving reasons. The solicitor's entitlement to fees remains unaffected by this.

12.2. In the event of termination by the client or the lawyer, the lawyer shall continue to represent the client for a period of 14 days to the extent necessary to protect the client from legal detriment. This obligation shall not apply if the client revokes the mandate and expressly states that they do not wish the lawyer to continue acting on their behalf.

13. Obligation to Return Documents

13.1. Upon termination of the client-solicitor relationship, the solicitor shall, upon request, return the original documents belonging to the client. The solicitor is entitled to retain copies of these documents.

13.2. Should the client, after the end of the mandate, request documents (or copies of documents) once again which they have already received in the course of the mandate, the costs shall be borne by the client.

13.3. The lawyer is obliged to retain the files for a period of five years from the termination of the mandate and, during this time, to provide the client with copies as required. Clause 13.2 applies with regard to the bearing of costs. Where longer statutory retention periods apply for the duration of the retention obligation, these must be observed. The client consents to the destruction of the files (including original documents) once the retention obligation has expired.

14. Governing Law and Jurisdiction

14.1. The Terms and Conditions of Engagement and the client-solicitor relationship governed by them are subject to Austrian substantive law.

14.2. In the event of legal disputes arising from or in connection with the contractual relationship governed by these Terms of Engagement, including disputes concerning its validity, it is agreed that the court with subject-matter jurisdiction at the lawyer's place of business shall have exclusive jurisdiction, provided that this is not precluded by mandatory law. The lawyer is, however, entitled to bring claims against the client before any other court in Austria or abroad within whose jurisdiction the client has its registered office, place of residence, a branch or assets. In relation to clients who are consumers within the meaning of the Consumer Protection Act, the jurisdiction provisions of Section 14 of the Consumer Protection Act shall apply.

15. Final Provisions

15.1. Any amendments or additions to these terms and conditions of engagement must be made in writing to be valid, unless the client is a consumer within the meaning of the Consumer Protection Act.

15.2. Notices from the solicitor to the client shall in any event be deemed to have been received if they are sent to the address provided by the client when the instruction was given or to any amended address subsequently notified in writing. However, unless otherwise agreed, the solicitor may correspond with the client in any manner he deems appropriate. Notices required to be given in writing under these terms of engagement may – unless otherwise specified – also be sent by fax or email. Unless the client provides written instructions to the contrary, the lawyer is entitled to conduct email correspondence with the client in unencrypted form. The client declares that they are aware of the associated risks (in particular regarding access, confidentiality and the alteration of messages during

transmission) and, in full knowledge of these risks, agree that email correspondence shall not be conducted in encrypted form.

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 meaning of the Data Protection Act) to the extent that this is necessary and appropriate for the fulfilment of the tasks entrusted to the lawyer by the client, or arises from the lawyer's statutory or professional obligations (e.g. participation in electronic legal communications, etc.).

15.4. Should any provision or provisions of these Terms and Conditions of Contract, or of the contractual relationship governed by them, be found to be invalid, this shall not affect the validity of the remainder of the agreement. The contracting parties undertake to replace the invalid provision(s) with a provision that comes as close as possible to the economic effect of the original provision(s).

Date:

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(Client)