

effective: august 2015

GENERAL TERMS AND CONDITIONS FOR THE ASSIGNMENT AND REMUNERATION OF LAWYERS

1. Scope of Application

- 1.1 The present 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 ("*mandate*") between Grassner Lenz Thewanger Partners, attorneys at law ("*GLTP*") and a client.
- 1.2 The Terms and Conditions for Contracts shall also apply to new mandates, unless otherwise agreed to in writing.

2. Mandate and Power of Attorney

- 2.1 GLTP 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, GLTP shall not be obliged to draw the client's attention to these changes or the consequences resulting therefrom.
- 2.2 Unless otherwise agreed to in writing, advising and informing the client about economic issues and questions related to the law on taxation and public charges shall not be part of GLTP's mandate.

3. Principles of Representation

- 3.1 GLTP 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, GLTP shall have the right to provide the performance at their own discretion and to take all steps, especially to use all means of prosecuting and defending a case, as long as these do not conflict with the mandate with the client, the conscience of the lawyer(s) handling the case or the law.
- 3.3 If the client issues an instruction to GLTP, the compliance of which is incompatible with the principles for GLTP's proper exercise of their profession, based on statutory provisions or other statutory regulations regarding codes of conduct (such as the rules on professional conduct pertaining to Lawyers, precedents laid down by the Supreme Court acting as Disciplinary Court for lawyers and trainee lawyers [previously laid down by the Supreme Appeals and Disciplinary Commission], GLTP shall reject that instruction. In the event that GLTP considers instructions to be inappropriate for, or even to the detriment of the client, GLTP shall inform the client of the possibly negative consequences before carrying out the client's instructions.
- 3.4 In the event of imminent danger, GLTP 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. The client acknowledges the fact that

documents subject to digital archiving (related to submissions to the land and company register) shall be kept for seven years only, after which the respective archiving process may be renewed. A longer storage of documents is subject to the client's explicit request. Costs and cash expenses related to digital archiving are to be borne by the client.

4. Client's Obligations to provide Information and to Cooperate

- 4.1 The client shall provide GLTP with all information and facts, without delay, which may be of significance for complying with the mandate, as well as to make all required documents and means of evidence accessible. GLTP 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 inform GLTP of 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 Within the framework of statutory provisions, GLTP is bound by professional secrecy in all matters which have been confided to them and all facts which have otherwise become known to them in their capacity as lawyers, whose confidentiality is in the interest of their client.
- 5.2 Within the terms of applicable laws and guidelines, GLTP 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 GLTP shall be released from the obligation of confidentiality only to the extent that is necessary in order to prosecute GLTP's claims (especially claims for GLTP's fee) or to defend claims against GLTP (especially claims for damages by the client or by third parties against GLTP).
- 5.4 The client may at any time release GLTP from their obligation of confidentiality. This release from the obligation of confidentiality by the client does not release GLTP from the obligation of verifying whether statements made by GLTP and/or their staff are the client's best interest. GLTPS shall also examine their mandate as to possible conflicting interests with the provisions laid down in the Austrian Regulations regarding Lawyers' Practices.

6. GLTP's Obligation to inform the Client

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

8. Fees

- 8.1 Depending on their agreement, GLTP shall invoice their services according to the valid Austrian lawyers' tariff, based on an hourly rate or in the form of a flat rate. In case of doubt, out of court services shall be invoiced at an hourly rate, while acts of representation in court shall be calculated according to the Austrian lawyers' tariff

- 8.2 In the absence of a separate agreement, the client and GLTP agree on an hourly rate of 350 euros for services provided by an attorney, 280 euros for services provided by a trainee lawyer and 100 euros for services provided by other staff employed by GLTP. In the event of one/more mandate-related business trip(s), GLTP shall be entitled to the hourly rate plus cash expenses for 1st class public transportation fares or – in the case that an own car is being used – to the official Austrian allowance per kilometre. Telephone calls and correspondence services shall be calculated on the basis of 15-minute units.
- 8.3 If the client and GLTP agree to a payment according to the Austrian lawyers' tariff, GLTP shall be free to invoice their fee according to their individual services or based on a flat rate.
- 8.4 In the absence of other agreements, GLTP shall be entitled to receive an adequate fee.
- 8.5 GLTP is entitled to charge a 100 % supplement for services whose performance has become necessary between 8:00 p.m. and 08:00 a.m. and/or on Saturdays, Sundays and holidays (Article 16 of the General Fee Criteria of the Austrian Bar Association).
- 8.6 Also, when agreeing on a flat rate or time-based fee, GLTP –in addition to their fees – shall at least be entitled to the cost refund recovered from the opposing party, to the extent that this amount can be collected; otherwise, GLTP shall receive the agreed flat rate or time-based fee
- 8.7 The value-added tax at the statutory rate shall be added to the fee due to/agreed with GLTP, 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).
- 8.8 The client takes note of the fact that estimates made by GLTP 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 Article 5 Section 2 of the Austrian Consumer Protection Act), since it is in the nature of GLTP's performance that its scope cannot be reliably assessed in advance.
- 8.9 GLTP shall have the right to send their invoices at any random point in time (in any event, however, every month) and to ask for advances on the fee.
- 8.10 In the event that the client is an entrepreneur, an invoice forwarded to the 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 GLTP shall be the decisive date).
- 8.11 In the event that the client is delayed in paying all or part of the fee, the client shall pay interest on arrears to GLTP 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 Article 1333 of the Austrian General Civil Law Code).
- 8.12 All expenses paid to courts or authorities (cash expenses) and costs (e.g. for sub-contracted performances by third parties) may, at GLTP's own discretion, be forwarded to the client for direct payment by the client.
- 8.13 In the event that several clients enter into a mandate with GLTP regarding a legal matter, all clients are collectively liable for any claims arising to GLTP in this connection.
- 8.14 Claims for cost refunds by the client against the opposite party are herewith assigned to GLTP in the amount of GLTP's claim, as soon as they arise. GLTP shall have the right to inform the opposing party of this assignment at any time

9. GLTP's Liability

- 9.1 The liability of GLTP and/or their staff for advice or representation, for drawing up contracts, preparing legal opinions and assessments and providing any other service is

limited to 2.4 million (two million four hundred thousand) euros. Any liability exceeding this maximum amount is expressly excluded. This also applies to possible liabilities towards third parties, e.g. in the event of contract with a protective effect for the benefit of one/several third parties. Lawyers who do not work on a certain case are expressly excluded from this damage liability. This limit of liability applies to minor as well as to major negligent damage; 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 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 The maximum amount applicable, pursuant to Sections 9.1 and 9.2, comprises all claims existing against any of GLTP's staff.
- 9.4 GLTP shall be liable for individual sub-contracted services, provided by third parties with the consent of the client in the framework of GLTP's performance (especially external experts and/or foreign lawyers), who are neither staff members nor partners, only in case of fault in selecting the third party.
- 9.5 GLTP shall only be liable to their clients, 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 GLTP's performance on account of the client's efforts. GLTP cannot be held liable for their knowledge or lack of knowledge of foreign law. EU law shall never be regarded as foreign law, whereas this applies to any law of its member states

10. Lapse/Preclusive Period

- 10.1 All claims against GLTP shall lapse, unless the client has claimed them in court within six months, 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). A two-year expiry period shall apply in the event that the client is a consumer, as defined in the Austrian Consumer Protection Act

11. Client's Legal Expenses Insurance

- 11.1 In the event that the client has taken out legal expenses insurance, he/she shall inform GLTP 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 GLTP shall not affect the fee claim of GLTP against the client. Nor shall it be deemed as consent on the part of GLTP to accept as GLTP's fee the payment made pursuant to the legal expenses insurance.
- 11.3 GLTP shall not be obliged to claim their 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 GLTP or the client may end the mandate at any time without observing a deadline and without giving any reasons. GLTP's fee claim shall remain unaffected by the foregoing.
- 12.2 In the event of a termination by the client or by GLTP, GLTP 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 GLTP

13. Obligation to Surrender

- 13.1 GLTP shall return the originals of documents after the mandate relationship has ended upon the client's request. GLTP 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 GLTP 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 of 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 GLTP 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, GLTP 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 GLTP 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 GLTP, or to another address communicated subsequently in writing. However, GLTP 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, GLTP 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 GLTP 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 GLTP.
- 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 provi-

sions. The contracting parties agree to replace the ineffective provision(s) by another provision that comes closest to the intended economic result.