

GENERAL TERMS AND CONDITIONS OF KWR KARASEK WIETRZYK RECHTSANWÄLTE GMBH

September 2021

1. Scope of Application

- 1.1 These Terms and Conditions shall apply to all forms of advice, services and representation in and out of court, as well as before authorities, which are undertaken in the course of the contractual relationship (hereinafter referred to as "mandate") between Karasek Wietrzyk Rechtsanwälte GmbH (hereinafter referred to as "KWR") and the client.
- 1.2 The Terms and Conditions shall also apply to additional/new mandates, unless otherwise agreed in writing.

2. Mandate and Power of Attorney

- 2.1 KWR shall have the right and the obligation to represent the client to the extent that is necessary and adequate in order to comply with the mandate. In the event of changes to the law applicable to the case in question, after the mandate has ended, KWR shall not be obliged to inform the client of these changes or of the consequences resulting therefrom.
- 2.2 Unless other arrangements are expressly agreed in writing, the scope of KWR's mandate shall not include advice on economic issues and issues regarding fiscal and tax law.

3. Principles of Representation

- 3.1 KWR shall perform the representation entrusted to it in conformity with statutory provisions and shall represent the rights and interests of the client vis-à-vis everyone with diligence, loyalty, and conscientiousness.
- 3.2 As a matter of principle, KWR shall have the right to act at its own discretion and to take all steps it deems necessary, especially regarding all means required to defend a case, as long as this is not contrary to the client's instructions, the good conscience of the lawyers handling the case or the law.
- 3.3 If the client issues an instruction to KWR, which conflicts with the law, or with the principles of proper exercise of the legal profession, based on statutory provisions or other statutory regulations regarding codes of conduct (e.g. "Richtlinien für die Berufsausübung der Rechtsanwälte", i.e. "Guidelines for Professional Conduct of Attorneys", or the common practice regarding decisions by the Supreme Commission for Appeals and Disciplinary Measures for Lawyers or Trainee Lawyers), KWR may reject the instruction.

If KWR considers received instructions to be inadequate, or even to the detriment of the client, KWR shall inform the client of the possible negative consequences, before carrying out the client's instructions.

- 3.4 In the event of imminent danger, KWR shall have the right to take action, even if taking this particular action is not expressly covered by – or even contrary to – instructions given by the client, and doing so appears to be necessary in order to protect the client's interests. The same shall apply in the event that KWR deems it necessary to refrain from taking action.

- 3.5 The client hereby takes note of the fact that electronic data storage of documents (for the Commercial Registry and the Land Registry) can only be guaranteed for a period of seven years. Prolonged data storage is possible, but will be ensured only if the client gives instructions to that effect. Any expenses incurred through the storage of electronic data shall be borne by the client.

4. Client's Obligation to Provide Information and to Cooperate

- 4.1 The client shall be obligated to provide KWR with all information and facts, without delay, which may be of significance to comply with the mandate, as well as to make accessible all required documents and means of evidence.

KWR shall have the right to assume that the information, facts, documents, papers and means of evidence KWR receives from the client are correct, unless their incorrectness is obvious.

- 4.2 During the term of the mandate, the client shall – immediately and without delay – be obligated to inform KWR of any change in circumstances which may be of importance in relation to the mandate.
- 4.3 If KWR draws up the contract, the client is obliged to provide KWR with all the information necessary for the self-calculation of the real estate transfer tax, registration fee and real estate income tax. If KWR carries out the self-calculation on the basis of the information provided by the client, KWR shall be exempt from any liability towards the client in any case. However, the client shall be obliged to indemnify and hold KWR harmless in the event of financial disadvantages if the information provided by the client should prove to be incorrect.

5. Obligation of Confidentiality, Conflict of Interest

- 5.1 KWR shall be bound to professional secrecy within the realms of statutory provisions, regarding all matters which have become known to KWR in its capacity as a law firm, insofar as it is in the interest of the client.
- 5.2 Within the scope of applicable laws and guidelines, KWR shall have the right to assign anyone of the staff members to work on a given case, insofar as there is proof that these staff members have been informed of their obligation to maintain confidentiality.
- 5.3 KWR shall be released from the obligation to maintain confidentiality in the event that it is necessary to assert claims against the client (especially regarding fees of KWR) or to counteract claims made against KWR itself (especially regarding claims for damages made by the client or third parties against KWR). The client is aware that in some cases KWR is obliged by law to provide information or reports to authorities without having to obtain the client's consent; in particular, reference is made to the provisions on money laundering and terrorist financing as well as to the provisions of tax law (e.g. Account Register and Account Inspection Act, GMSG, etc.).
- 5.4 The client may release KWR from the obligation to maintain confidentiality at any time. This release, however, does not release KWR from the obligation to examine, whether its statement or testimony is in the best interest of the client.
- 5.5 KWR shall examine whether acceptance of the mandate creates a risk of conflict of interest under the terms of the Regulations Regarding the Profession of Attorney at Law ("Rechtsanwaltsordnung").

6. KWR's Obligation to Inform the Client

KWR shall bring all actions taken in connection with the mandate to the attention of the client - in oral or written form, and in sufficient detail.

7. Sub-Authorization and Substitution

KWR may be presented by a trainee lawyer, another lawyer, or another lawyer's trainee lawyer, to act on its behalf when representing the client (sub-authorization). KWR may subcontract the mandate or individual parts of the mandate to another (external) lawyer to act on its behalf (substitution).

8. Fees

- 8.1 In the absence of other agreements, KWR shall be entitled to receive an adequate fee.
- 8.2 In case it is agreed that KWR's fee shall consist of a lump-sum or shall be based on an hourly rate, KWR shall be entitled to the cost refund paid by the opposing party in the amount it exceeds KWR's fee (i.e. the differential amount), provided the cost refund can be collected from the opposing party; failing which, KWR shall be entitled to the lump-sum, or to the fee based on an hourly rate, as previously agreed upon.
- 8.3 The Value Added Tax, at the statutory rate, shall be added to the fee agreed upon with KWR, as well as all required and appropriate expenses (e.g. for travelling, telephone, fax, photocopies), and any cash expenses incurred on behalf of the client (e.g. court fees). KWR shall also be entitled to charge a lump-sum for expenses in the amount of up to 3 % of the fees (excluding VAT), instead of the individually charged, required and adequate expenses. These hourly rates agreed on are value-guaranteed and may be adjusted once a year in accordance with the Austrian Consumer Price Index 2005 (initial position: the month in which power of attorney is granted), and as amended from time to time.
- 8.4 The client takes note of the fact that estimates, made by KWR, regarding the anticipated amount of the fee, are not binding unless they are expressly referred to as a binding estimate. Estimates cannot be regarded as binding (as defined by § 5 (2) of the Austrian Consumer Protection Act), due to the fact that the scope of the impending work load can, by nature, not be assessed reliably in advance.
- 8.5 KWR shall be entitled to send invoices at any point in time, at least on a monthly basis, as well as to ask for advance payments.
- 8.6 In the case 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 KWR shall be the decisive date).
- 8.7 In the event that the client does not pay all or a part of the fee on time, the client shall pay default interest to KWR at the statutory rate, however, at a minimum rate of 4% above the applicable basic rate of interest. The foregoing shall not affect further statutory claims (e.g. pursuant to § 1333 of the Austrian Civil Code).
- 8.8 All expenses paid to courts or authorities (cash expenses) and costs (e.g. external services) may be billed to the client at the discretion of KWR, upon which the client shall pay promptly.
- 8.9 In the event that several clients are represented by KWR regarding the same legal matter, all clients shall be jointly and severally liable for any claims arising from the mandate.

- 8.10 A claim for compensation of legal costs and fees of the client vis-à-vis the opposing party shall hereby be assigned to KWR in the amount of the fee payable to KWR, as soon this claim arises. KWR shall have the right to inform the opposing party of the claim's assignment at any time.

9. Liability of KWR

- 9.1 KWR's liability, as well as the liability of all persons acting on behalf of KWR, or personnel in the service of KWR, regarding legal advice, representation, drawing up contracts, rendering an expert opinion or other services, shall be **limited to 2.4 million Euros (Two Million Four Hundred Thousand Euros)**. Liability beyond this amount shall hereby be expressly precluded. This shall also apply to any liability vis-à-vis third parties, e.g. to a contract with protective effects with respect to a third party. Any liability for damages on the part of those lawyers who did not handle the case in question shall hereby be precluded. This limitation of liability shall apply to cases of infliction of damage due to gross negligence as well as to slight negligence. If the client is a consumer (within the meaning of the Austrian Consumer Protection Act), however, the limitation of liability shall only apply to infliction of damage due to slight negligence.
- 9.2 In the case of two or several competing parties having suffered damage (clients), the maximum amount, which applies to each party, shall be reduced in proportion to the amount of each party's claim.
- 9.3 The restrictions of liability pursuant to Sections 9.1 and 9.2 of these Terms and Conditions of Contract shall also apply to the benefit of everyone acting on behalf or in the service of the law firm.
- 9.4 KWR shall be liable for third parties who perform external services within the scope of KWR's mandate, especially for external experts and foreign lawyers, who are neither employees nor partners, only in case of culpa in eligendo (i.e. fault in selecting those third parties).
- 9.5 KWR shall only be liable to the client but not to third parties. The client shall be obligated to expressly bring this provision to the attention of all third parties who come into contact with the lawyer through the client's initiation in the course of the mandate.
- 9.6 KWR shall not be liable for lack of knowledge of foreign law. EU law, however, shall not be deemed to be foreign law, whereas the national law of EU Member States, other than Austria, are deemed to be foreign law.

10. Lapse / Preclusive Period

All claims against KWR shall expire if the client does not assert them in court within six months from the time of obtaining knowledge of the damage and the identity of the person who caused the damage, or of any other event which gives rise to the claim, at the latest, however, after a period of five years from the time the action causing the damage (violation) took place. In case the client is a consumer, the period for asserting a claim shall end after one year; the period for asserting warranty claims shall be two years, according to statutory provisions.

11. Client's Legal Expenses Insurance

- 11.1 In case the client has insurance cover for legal expenses, he/she shall inform KWR thereof without delay and present the required papers (if available).
- 11.2 KWR's claim for fees vis-à-vis the client shall remain unaffected by the client's notification of having legal fees insurance, as well as by actually obtaining insurance coverage. It shall, furthermore, not be construed, that KWR is willing to waive claim for fees that may exist beyond the amount paid by the insurance.

- 11.3 KWR shall not be obligated to claim its fee directly from the legal expenses insurance, but is entitled to receive full payment from the client.

12. Termination of the Mandate

- 12.1 Both, KWR and the client, may terminate the mandate at any time without having to observe a period of notice or giving reasons. KWR's claim for fees shall remain unaffected by the foregoing clause.
- 12.2 In the event of termination by the client or by KWR, KWR shall continue to represent the client for another 14 days, insofar as this is necessary in order to protect the client against 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 be represented by KWR any longer.

13. Obligation to Hand Over Documents

- 13.1 KWR shall hand over all legal documents in the original at the request of the client upon termination of the mandate. KWR shall be entitled to retain copies of these documents.
- 13.2 If the client asks for further copies of documents after the mandate has ended, which the client has already received during the term of the mandate, the client shall bear the costs incurred in this regard.
- 13.3 KWR shall be obliged to keep all files for a period of five years as of the end of the mandate and to provide the client with copies upon request. Section 13.2 of this agreement shall apply with regard to the costs. Insofar as statutory provisions stipulate longer storage periods, they shall be observed. The client hereby agrees to destruction of the files (also in the original) after the storage period has expired.

14. Choice of Law and Jurisdiction

- 14.1 The present Terms and Conditions as well as the mandate itself shall be governed by Austrian substantive law.
- 14.2 Unless there are peremptory statutory provisions to the contrary, the parties hereby agree that any and all legal disputes that may arise from, or in connection with this contract, including disputes regarding the validity of this contract, shall solely be subject to the jurisdiction of the competent court at the seat of KWR.

However, KWR shall be entitled to file claims against the client at any other court in Austria or abroad, which has jurisdiction over the client's corporate seat, place of residence, business, or assets. The provisions on the jurisdiction as defined in § 14 of the Austrian Consumer Protection Act shall apply with regard to clients who are consumers within the meaning of the Austrian Consumer Protection Act.

15. Final Provisions

- 15.1 Changes or amendments to the present Terms and Conditions shall be made in writing in order to be valid, provided the client is not a consumer as defined by the Austrian Consumer Protection Act.

- 15.2 All correspondence between KWR and the client shall be deemed to have been received by the client at the time it is sent off to the address which was stated by the client at the onset of the mandate, or to another address, insofar as the client informed KWR of a subsequent change in address. KWR may, however, correspond with the client in any other form he deems appropriate, unless agreed otherwise. Any statements, representations, modifications etc. which require written form pursuant to the present Terms and Conditions of Contract, may be communicated via fax or e-mail, unless agreed otherwise.

Unless otherwise instructed in writing by the client, correspondence via e-mail may take place in non-encrypted form. The client hereby declares that he/she is aware of the risks related with this form of communication (especially regarding receipt, confidentiality, and possible alterations of e-mails through transmission) and hereby accepts – fully aware of these risks – that e-mail communication is conducted in non-encrypted form.

- 15.3 The client hereby expressly agrees to the processing, transmission, and passing-on (in terms of the Data Protection Act) of his/her/the company's personal data, insofar as this is necessary and appropriate in order to ensure that KWR is able to perform its duties with regard to the mandate, or if stipulated by statutory law or by the regulations governing the legal profession (e.g. regarding participation in compulsory electronic legal data transfer).
- 15.4 Should one or several provisions of the present Terms and Conditions, or of the contractual relationship governed by the present Terms and Conditions of Contract, become invalid, this shall not affect the validity of the remaining provisions. The contracting parties hereby agree to replace these invalid provision(s) with provision(s) that come closest to the intended economic aim.