

GENERAL TERMS AND CONDITIONS

1. Area of application

- 1.1 The Terms and Conditions of Engagement shall apply to all activities and judicial, official and extrajudicial acts of representation undertaken in the course of a contractual relationship existing between JEANNEE Rechtsanwalt GmbH (hereinafter referred to as the "Company") and the client.
- 1.2 The terms of engagement shall also apply to new agreements between the parties, unless otherwise agreed in writing.

2. Order and power of attorney

- 2.1 The client relationship exists exclusively with JEANNEE Rechtsanwalt GmbH. The client shall only be the person or company designated in the agreement, but shall not include affiliated companies, shareholders, etc. If services are rendered on behalf of or with the consent of the client for affiliated companies of the client, the client shall be obliged to satisfy claims of JEANNEE Rechtsanwalt GmbH as a result of services rendered for these affiliated companies.
- 2.2 The company is entitled and obliged to represent the client to the extent that this is necessary and expedient for the fulfillment of the agreement. If the legal situation changes after the agreement period has ended, the company is not obliged to inform the client of the changes or the resulting consequences.
- 2.3 The client must sign a written power of attorney for the company upon request. This power of attorney may be directed at the performance of individual, precisely defined or all possible legal transactions or legal acts.
- 2.4 The company may be represented by a trainee lawyer in its employ or by another lawyer or their authorized trainee lawyer. The company reserves the right to involve other lawyers as substitutes and legal assistants in the handling of an agreement in accordance with Section 14 RAO. The proxy holder, JEANNEE Rechtsanwalt GmbH, is in a permanent substitution relationship with the independent attorneys Dr. Reinhard Mikula, Adriana Lukas-Jeannée, Laura Reischenböck, Jörg Hemmer and Lukas Hrovat. "Jeannée Mikula & Partner Rechtsanwälte" is not a partnership under civil law, the graphic representation Jeannée Mikula & Partner Rechtsanwälte is a trademark of JEANNEE Rechtsanwalt GmbH. If the company is prevented from acting, it may pass on the agreement or individual sub-activities to another lawyer. In the event of sub-authorization or substitution to another lawyer, the substitute shall only be liable for fault in selection.

3. Principles of representation

- 3.1 The Company shall conduct the representation entrusted to it in accordance with the law and represent the rights and interests of the client vis-à-vis all parties with diligence, loyalty and conscientiousness.
- 3.2 The Company is entitled to perform its services at its own discretion and to take all steps, in particular to use means of attack and defense in any way, as long as this does not contradict the client's agreement, his/her conscience, or the law.
- 3.3 In the event of imminent danger, the company is also entitled to take or refrain from taking an action not expressly covered by the agreement issued or contrary to an instruction issued if this appears to be urgently required in the interests of the client.

If the client issues an instruction to the company, compliance with which is incompatible with the principles of proper professional practice of the company based on the law or other professional rules (e.g. RL-BA 2015 or the practice of the Appellate and Disciplinary Senates for Lawyers and Trainee Lawyers at the Supreme Court and formerly the OBDK), the company must reject the instruction.

- 4.1 After the agreement has been granted, the client is obliged to inform the company immediately of all information and facts that could be of significance in connection with the execution of the agreement and to make all necessary documents and evidence available. The Company is entitled to assume that the information, facts, documents, records and evidence are correct, unless their incorrectness is obvious.
- 4.2 During the term of the agreement, the client is obliged to inform the company of all changed or newly arising circumstances which could be of significance in connection with the execution of the agreement as soon as they become known.
- 4.3 If the company acts as a contract draftsman, the client is obliged to provide the company with all information necessary for the self-calculation of the land transfer tax, registration fee and real estate income tax. If the company carries out the self-calculation on the basis of the information provided by the client, it is in any case released from any liability towards the client. The client, on the other hand, is obliged to indemnify and hold the company harmless in the event of financial consequences should the client's information prove to be incorrect.
- 4.4 Due to the legal provisions for the prevention of money laundering and terrorist financing, the company is obliged to carry out certain audit procedures for transactions that are susceptible to money laundering. These include determining the parties, the beneficial owner(s) and their identity. It must also examine the purpose of the transaction and, if necessary, the origin of the funds. In the case of such transactions, the client is obliged to provide the company with all information and corresponding evidence requested in this context in full and truthfully without delay. This also applies if the company requests such information on behalf of an involved bank.

5. Confidentiality obligation and conflict rules

- 5.1 The partners and employees of the company are obliged to maintain confidentiality with regard to all matters entrusted to them and all other facts that become known to them in their professional capacity, the confidentiality of which is in the interests of the client.
- 5.2 The company/shareholders and the company's employees shall only be released from the duty of confidentiality insofar as this is necessary to pursue claims by the company (in particular claims for the company's fee) or to defend against claims against the company (in particular claims for damages by the client or third parties against the company).
- 5.3 The client is aware that the company is obliged by law in some cases 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 on tax law, e.g. the Account Register and Account Inspection Act, GMSG.

6. Fee

- 6.1 Unless otherwise agreed, the Company is entitled to an appropriate fee.
- 6.2 Even if a lump-sum or time-based fee or a percentage discount from the standard fee is agreed, the company shall also be entitled to the reimbursement of costs incurred by the opposing party or third party in excess of this fee, insofar as this can be recovered, otherwise the agreed lump-sum or time-based fee.

The client confirms by his/her immediate signature that he/she has taken note of and understood point 6.2.

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(Signature of the client)

4. Information and cooperation obligations of the client

- .3 Value added tax at the statutory rate, necessary and reasonable expenses (e.g. for travel costs, telephone, fax, copies) and cash expenses paid on behalf of the client (e.g. court fees) shall be added to the fee due to the company or agreed upon.
- .4 The client acknowledges that an estimate made by the company, which is not expressly designated as binding, of the amount of the fee likely to be incurred is non-binding and is not to be regarded as a binding cost estimate (within the meaning of Section 5 (2) KSchG), because the extent of the services to be provided by a lawyer cannot, by its nature, be reliably assessed in advance.
- .5 The client shall not be invoiced for the costs of invoicing and preparing the fee note. However, this shall not apply to the expenses incurred for the translation of service specifications into a language other than German at the client's request. Unless otherwise agreed, the time and effort required to write letters to the client's auditor at the client's request, in which, for example, the status of pending cases, a risk assessment for the creation of provisions and or the status of outstanding fees as the balance sheet date are stated, shall be charged.
- .6 The Company shall be entitled to issue fee notes at any time, but in any case, on a quarterly basis, and to demand advances on fees. From the second reminder letter onwards, reminder fees of € 70.00 net will be charged, plus additional costs.
- .7 A properly itemized fee note sent to the client shall be deemed approved if and insofar as the client does not raise written objections within 6 weeks of receipt of the fee note. If the client is an entrepreneur, the receipt of the objections by the company shall be decisive for the timeliness. If the Client is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), the sending of the objections shall be decisive for the timeliness. The Company shall draw the attention of the Client, who is a consumer, to the significance of his/her behavior at the beginning of the deadline.
- .8 The company reserves the right to send invoices either in paper form by post or electronically. The client consents to the sending of invoices in electronic format (e.g. by e-mail, as an e-mail attachment, in pdf format, etc.). Invoices shall be sent to the last contact address provided by the client.
- .9 If the client defaults on payment of all or part of the fee, he/she shall pay the company default interest at the statutory rate (Section 456 UGB for entrepreneurs, Section 1000 ABGB for consumers), but at least 4% above the respective base interest rate. Any further statutory claims (e.g. § 1333 ABGB) remain unaffected.
- .10 All court and official costs and expenses can be passed on to the client for direct settlement.
- .11 If an order is placed by several clients in one case, they shall be jointly and severally liable for all resulting claims of the Company. The above sentence shall not apply to consumers only insofar as the Company's services are divisible and were clearly provided for only one client.
- .12 The client's claims for reimbursement of costs against the opposing party are hereby assigned to the Company in the amount of the Company's fee claim as soon as they arise. The Company shall be entitled to notify the opposing party of the assignment at any time. In the case of consumer transactions, point 6.12 shall not apply without substitution.

. Liability of the company

- 1 The liability of the company for faulty advice or representation is limited to the sum insured available for the specific claim, but is at least equal to the sum insured specified in § 21a RAO as amended, which is currently € 2,400,000.00. This limitation of liability applies, if the client is a consumer, only in the case of slightly negligent infliction of damage. The maximum amount relates to one insured event. If there are two or more competing injured parties (clients), the maximum amount for each individual injured party shall be reduced in accordance with the ratio of the claims to each other. The limitations of liability shall also apply in favor of all lawyers working for the company (as its partners, managing directors, employed lawyers or in any other capacity).

- 7.2 The company shall only be liable for third parties (in particular external experts) who are neither employees nor shareholders and who are commissioned with individual partial services with the knowledge of the client within the framework of the provision of services in the event of fault in selection. In the case of consumer transactions, the first sentence of point 7.2 shall only apply if the commissioning of external third parties takes place with the knowledge of the client.
- 7.3 The company is only liable to its client, not to third parties. The client shall be obliged to expressly draw the attention of third parties who come into contact with the company's services due to the client's involvement to this fact. The contracts, concepts, expert opinions, statements, calculations, etc. prepared by JEANNEE Rechtsanwalt GmbH within the scope of the agreement may only be used for the Client's purposes. They may only be passed on to third parties with the consent of JEANNEE Rechtsanwalt GmbH.
- 7.4 The company is only liable for knowledge of foreign law if this has been agreed in writing or if it has undertaken to examine foreign law. EU law is never considered foreign law, but the law of the member states is.
- 7.5 Liability for slight negligence in the event of translation errors and other errors in the processing of foreign-language documents is excluded.

8. Statute of limitations and preclusion

Unless a shorter limitation or preclusion period applies by law, all claims (if the client is not an entrepreneur within the meaning of the Austrian Consumer Protection Act, excluding warranty claims) against the company shall lapse if they are not asserted by the client in court within six months (if the client is an entrepreneur within the meaning of the Austrian Consumer Protection Act) or within one year (if the client is not an entrepreneur) from the time at which the client becomes aware of the damage and the person causing the damage or of the event otherwise giving rise to the claim, in which the client becomes aware of the damage and the person causing the damage or of the event otherwise giving rise to the claim, but no later than five years after the conduct causing the damage or giving rise to the claim.

9. Legal expenses insurance of the client

- 9.1 If the client has legal expenses insurance, he/she must inform the company immediately and submit the necessary documents.
- 9.2 The disclosure of legal expenses insurance by the client and the obtaining of legal expenses insurance coverage by the company shall not affect the company's fee claim against the client and shall not be regarded as agreement by the company to be satisfied with the fee paid by the legal expenses insurance, unless this is expressly noted on the power of attorney. The client is advised that the agreed fee (e.g. individual services, hourly rate, etc.) may exceed the amount covered by the legal expenses insurance and that services not covered by the legal expenses insurance must be paid by the client.
- 9.3 The company is not obliged to claim the fee directly from the legal expenses insurance, but can demand the entire fee from the client.
- 9.4 The client acknowledges that some legal expenses insurers do not accept interim settlements (before the conclusion of an instance or before proceedings have become final) and that the client must therefore make a submission.

The client confirms by his/her immediate signature that he/she has taken note of and understood points 9.2 to 9.4.

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(Signature of the client)

0. Termination of the agreement

0.1 The agreement may be terminated by the company or the client at any time without notice and without giving reasons. The Company's claim to fees for services already rendered shall remain unaffected. In the case of a lump-sum agreement, however, the Company's claim for reimbursement of costs is capped at the lump sum.

0.2 In the event of termination by the client or the company, the latter shall continue to represent the client for a period of 14 days to the extent necessary to protect the client from legal disadvantages. This obligation does not apply if the client revokes the agreement and expresses that he/she does not wish the lawyer to continue working for him/her.

1. Obligation to surrender

1.1 At the request of the client, the company shall return the originals of documents after termination of the client-lawyer relationship. The lawyer shall be entitled to retain copies of these documents.

1.2 If the client requests further documents (copies of documents) after the end of the agreement, which he/she has already received in the course of the agreement, the costs of EUR 0.50 per page shall be borne by the client.

1.3 The company is obliged to retain the files for a period of five years from the end of the agreement. If longer statutory periods apply for the duration of the retention obligation, these must be complied with. The client agrees to the destruction of the files (including original documents) after expiry of the retention obligation.

2. Deposit protection

The client acknowledges that the authorized law firm holds its fiduciary accounts with Erste Bank der österreichischen Sparkasse AG ("Erste Bank") and has signed the information sheet pursuant to Section 37a BWG for these fiduciary accounts. The client is aware that the general protection ceiling for deposits under the Federal Act on Deposit Guarantee and Investor Compensation at Credit Institutions (Deposit Guarantee and Investor Compensation Act - ESAEG, Federal Law Gazette I 117/2015) also covers deposits in these fiduciary accounts. **If the client holds other deposits with Erste Bank, these are included together with the fiduciary deposits in the maximum coverage amount of currently EUR 100,000 per depositor, and there is no separate deposit protection.**

3. Choice of law and place of jurisdiction

3.1 The Terms of Engagement and the client relationship governed by them are subject to Austrian substantive law.

3.2 For all disputes arising in connection with this contract, the contracting parties agree that the Arbitration Court of the Vienna Bar Association shall make the final decision in accordance with the arbitration rules laid down in the Arbitration Rules.

3.3 If the client is a consumer, point 13.2 shall not apply and § 14 KSchG shall apply.

3.4 If the client is a consumer and if a dispute arises between the lawyer and the client regarding the fee, the client shall be free to demand a review of the fee by the Vienna Bar Association; if the lawyer agrees to the review, the client shall be entitled to demand a review of the fee by the Vienna Bar Association.

If the client agrees to a review by the Bar Association, this leads to an out-of-court review of the appropriateness of the fee free of charge.

The arbitration board for consumer transactions (www.verbraucherschlichtung.or.at) acts as an out-of-court dispute resolution body in disputes between lawyers and clients. The client acknowledges that the lawyer is not obliged to involve this body for dispute resolution or to submit to it, and that in the event of a dispute with him/her, he/she will first decide whether or not to agree to an out-of-court arbitration procedure.

14. Data protection

14.1 The client will receive a data protection notice containing information on data processing and the rights of data subjects. The client may also request this information from the controller JEANNEE Rechtsanwalt GmbH and ask for it to be sent by e-mail or post. JEANNEE Rechtsanwalt GmbH reserves the right to change the information or data processing and to adapt it to the actual circumstances within the legally permissible framework. The information on data processing shall not become part of the contract.

14.2 The company offers the option of transmitting data securely via a data exchange platform. Irrespective of any authorization for unencrypted e-mail communication, the company reserves the right to transmit data only subject to suitable security measures, insofar as this is necessary for the security of the transmission within the meaning of Art 32 GDPR.

15. Final provisions

15.1 Amendments or additions to these Terms and Conditions must be made in writing to be valid. If the client is a consumer, point 15.1 shall not apply.

15.2 Statements made by the company to the client shall in any case be deemed to have been received if they are sent to the address provided by the client when the agreement was issued or to the changed address communicated in writing thereafter.

15.3 Unless otherwise agreed, the company may correspond with the client in any way it deems appropriate, in particular by e-mail using the e-mail address that the client provides to the lawyer for the purpose of communication. If the client sends e-mails to the lawyer from other e-mail addresses, the lawyer may also communicate with the client via these e-mail addresses, unless the client expressly rejects this communication in advance. Declarations to be made in writing in accordance with these Terms and Conditions of Engagement may also be made by fax or e-mail, unless otherwise stipulated. Unless otherwise instructed in writing by the client, the company is entitled to conduct e-mail correspondence with the client in unencrypted form. The client declares that he/she is aware of the associated risks (in particular access, confidentiality, alteration of messages in the course of transmission) and agrees, in full knowledge of these risks, that e-mail correspondence will not be conducted in encrypted form.

By signing below, the client also confirms his/her agreement with the agreed conditions for e-mail communication.

The client acknowledges and agrees to the general terms and conditions:

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(Signature of the client)