

## General Terms and Conditions of Mandate and Fees

### 1. Scope of application

**1.1** The General Terms and Conditions of Mandate and Fees set forth below apply to all activities, such as the performance of consultations and negotiations, the drafting of contracts, the elaboration of legal expert opinions, the assumption of trusteeships and, in particular, all acts of representation before courts or authorities, which are performed by the *Contractor* within the scope of a contractual relationship between the Grassner Rechtsanwalts GmbH, Austrian Company Register Number 544145p, Hopfengasse 23, 4020 Linz, Austria, as *Contractor*, on the one hand, and a *Client*, on the other hand.

**1.2** Unless expressly agreed otherwise in writing, these Terms and Conditions shall apply to all future mandates given by the *Client* to the *Contractor*.

### 2. Scope and execution of the mandate

**2.1** The *Contractor* shall provide services exclusively on the basis of these Terms and Conditions in accordance with the principles of proper professional practice applicable to attorneys.

**2.2** The *Contractor* shall be entitled and obliged to represent the *Client* to the extent that this is necessary, appropriate and permissible for the fulfillment of the mandate given. For this purpose, the *Contractor* shall be entitled to invoke the granted power of attorney in relation to courts, authorities and other third parties pursuant to Section 8 (1) of the Austrian Lawyers' Code (RAO).

**2.3** The *Contractor* shall promptly report to the *Client* in summarised form and, if expressly requested to do so, in detail, on actions undertaken within the scope of the mandate.

**2.4** The *Contractor* shall not be obliged to inform the *Client* about changes in the legal situation and their

consequences beyond the duration of the contractual relationship.

**2.5** In the absence of a specific written agreement, the mandate does not also include advice and information on economic issues, such as the economic effects of certain undertakings, and on issues relating to tax law.

**2.6** The *Contractor* shall be entitled to fulfil the mandate at its own discretion, in particular to take all legal steps that are expedient for the fulfilment of the mandate. If the *Client* gives the *Contractor* instructions that are incompatible with the principles of proper professional practice, the *Contractor* is not obliged to follow such instructions. If the *Client* gives the *Contractor* inappropriate or disadvantageous instructions, he shall bear the resulting disadvantage, provided that he has been informed by the *Contractor* of the inexpediency of his instruction.

**2.7** In the event of imminent danger, the *Contractor* shall be empowered to take or refrain from any action not expressly covered by the mandate given or contrary to any instruction given, if this appears to be imperative in the interest of the *Client*.

**2.8** Any necessary electronic archiving of documents (for company and land registers) is only effected for a period of seven years, so that after this a new archiving is necessary. Longer archiving is only carried out on the express instruction of the *Client*, who bears the costs of archiving.

### 3. Substitution

The *Contractor* may be represented by a attorney-at-law or associate employed by it and, in the event of being prevented from doing so, by another attorney-at-law or associate employed by it in whole or in part.

#### 4. Obligation to cooperate

**4.1** The *Client* is obliged to provide the *Contractor* with all information and access to all documents or other evidence without undue delay, which in the *Contractor's* discretion could be of importance for the fulfilment of the mandate. The accuracy of the information and the evidence provided is not to be tested by the *Contractor*.

**4.2** If, in the course of the contractual relationship, changes occur in circumstances which could be significant for the mandate given, the *Client* is obliged to notify the *Contractor* of such changes without undue delay.

#### 5. Confidentiality

**5.1** The *Contractor* shall, within the scope of its obligations, maintain confidentiality about all circumstances entrusted to it or becoming known to its employees in the course of their professional capacity, but may call upon all of its employees to handle matters if they themselves are legally or contractually obliged to maintain confidentiality.

**5.2** The *Contractor* shall be released from its duty of confidentiality to the extent necessary to pursue its own claims.

#### 6. Termination of the contract

**6.1** Both the *Client* and the *Contractor* are entitled to terminate the contractual relationship prematurely without prior notice and without stating reasons.

**6.2** If the *Client* terminates the contractual relationship, the *Contractor* shall take all actions that are absolutely necessary to protect the *Client* from foreseeable legal disadvantages for a further 14 days, unless the *Client* indicates that the *Client* no longer wishes the *Contractor* to perform these activities either.

#### 7. Obligation to hand over

**7.1** After the end of the contractual relationship, the *Contractor* shall hand over the original of the *Client's* documents to the *Client* at the latter's request, but may retain copies thereof.

**7.2** Documents already handed over or copies thereof shall only be handed over to the *Client* against reimbursement of costs.

**7.3** The *Contractor* shall keep files for the legally prescribed period, but at least for five years from the end of the contractual relationship. The *Client* may request a longer storage period against reimbursement of costs.

**7.4** The *Client* declares already now his agreement to the destruction of the files including any original documents after the end of the retention period.

#### 8. Fees

**8.1** The fee for the performance of the mandate shall be charged by the *Contractor* in accordance with the Austrian Scales of Legal Fees Act (RATG), the General Fee Criteria for Lawyers (AHK) published by the Austrian Bar Association or the Austrian Scales of Notary Fees Act (NTG) on the basis of individual services or by applying the standard rate or an hourly rate or a flat rate.

**8.2** In the absence of a contrary agreement, a fee based on a reasonable net hourly rate of € 400.00 for the services of an attorney-at-law or a consultant, € 325.00 for the services of an associate and € 115.00 for other employees of the *Contractor* shall be deemed to have been agreed, except in the case of intervention in court.

**8.3** In the absence of any contrary agreement, the *Contractor* shall be entitled to traveling expenses at the respective hourly rate plus, in any case, the cash expenses for the use of public transport in the first class or, alternatively, the official mileage allowance.

**8.4** In the case of billing in accordance with the Austrian Scales of Legal Fees Act (RATG), the choice of billing individual services or using the standard rate is at the discretion of the *Contractor*.

**8.5** If, for the proper fulfilment of the mandate, services have to be rendered between 8 p.m. and 7 a.m. or on Saturdays, Sundays or public holidays, the *Contractor* may demand double the fee for such services.

**8.6** If more than one *Client* grants the *Contractor* the same mandate, the *Contractor* shall be entitled to a fee surcharge on the net fee in the amount of 10% for two *Clients* and in the amount of 5% for each additional *Client*, but, unless otherwise agreed, not more than 50% in total. Several *Clients* shall be jointly and severally liable for the entire claim of the *Contractor*.

**8.7** The *Client* shall also reimburse the *Contractor* for value added tax at the statutory rate and for necessary cash expenses, such as expenses or court fees. Instead of this, the *Contractor* may also request a lump-sum reimbursement of cash expenses in the amount of 3% of the net fee.

**8.8** The *Contractor* may also send the *Client* invoices for court or official fees and other cash expenses, such as invoices for third-party services, for direct payment.

**8.9** In the event of reimbursement of costs by the opposing party, the *Contractor* shall be entitled to at least the recoverable amount of the reimbursement of costs, irrespective of any other fee agreement.

**8.10** The *Client* hereby cedes to the *Contractor* any claims for reimbursement of costs pursuant to the above point and the *Contractor* shall be entitled to notify the opposing party of this at any time.

**8.11** The *Contractor* shall be entitled at any time, in any case on a monthly basis, to issue fee notes and to demand advances on fees and cash expenses.

**8.12** Cost estimates shall be deemed non-binding [Section 5 (2) Austrian Consumer Protection Act (KSchG)] if they are not expressly designated as binding, as the scope of the services to be provided cannot be reliably estimated in advance due to their nature.

**8.13** If the *Client* is an entrepreneur [Section 1 (1)(1) of the Austrian Consumer Protection Act (KSchG)], a submitted and properly itemised fee note shall be deemed to have been approved if and to the extent that the *Contractor* does not receive a written objection to it within one month.

**8.14** In the event of delay in payment, the *Contractor* shall be entitled to interest on arrears in the amount of 4% above the base interest rate. Any further legal claims [e.g. Section 1333 (2) of the Austrian Civil Code (ABGB)] shall remain unaffected.

## **9. Legal expenses insurance**

**9.1** If the *Client* has legal expenses insurance, he is obliged to inform the *Contractor* of this immediately at the beginning of the contractual relationship, submitting the necessary documents. Any changes in the insurance relationship shall be notified without delay.

**9.2** If the *Contractor* acknowledges such notice or makes a request for cover to the legal expenses insurer or otherwise enters into contact with it, this shall not be deemed to be an agreement not to claim the *Client* for the fee.

**9.3** The *Contractor's* fee claim is not limited to the benefits provided by the *Client's* legal expenses insurer, rather the *Contractor* may also claim the entire fee from the *Client*.

## **10. Liability**

**10.1** The liability of the *Contractor* for all activities, such as the performance of consultations and negotiations, the drafting of contracts, the preparation of expert opinions, the assumption of trusteeships and, in particular, all acts of representation before courts or authorities by all persons acting on its behalf shall be limited to € 750,000.00. This shall also apply in the event of a majority of damaged parties, in which case the maximum amount for each individual damaged party shall be reduced in proportion to the amount of the claims.

**10.2** Any liability beyond the amount stated in the previous point is expressly excluded, with this also applying to third parties.

**10.3** Furthermore, the liability of attorneys-at-law who were not entrusted with the fulfilment of the specific mandate is excluded.

**10.4** If the *Contractor* is liable for persons who are not in an employment relationship with it, it shall only be liable for any fault in the selection.

**10.5** The *Contractor* shall only be liable to its *Client*, but not to third parties. The *Client* is obliged to verifiably point this out to third parties who come into contact with the *Contractor's* services.

**10.6** The *Contractor* shall not be held liable for any lack of knowledge of foreign law.

**10.7** The above limitations and exclusions of liability shall also apply towards entrepreneurs [Section 1 (1)(1) of the Austrian Consumer Protection Act (KSchG)] in the event of gross negligence, but in any case in the event of slight negligence.

## 11. Limitation/Preclusion

Claims against the Contractor for any reason whatsoever shall lapse if they are not asserted in court by an entrepreneur [Section 1 (1)(1) of the Austrian Consumer Protection Act (KSchG)] within six months or by a consumer [Section 1 (1)(2) of the Austrian Consumer Protection Act (KSchG)] within one year of knowledge of the event giving rise to the claim or of the damage and the damaging party. They shall expire in any case after the expiration of five years from the conduct giving rise to the claim. This does not apply to warranty claims of consumers [Section 1 (1)(2) of the Austrian Consumer Protection Act (KSchG)].

## 12. Choice of applicable law and place of jurisdiction

**12.1** The contractual relationship is subject to Austrian substantive law, as are these General Terms and Conditions.

**12.2** For all legal disputes arising from or in connection with the contractual relationship, including disputes about its validity, the exclusive jurisdiction of the materially competent court in Linz (Austria) is agreed, insofar as this does not conflict with mandatory law.

**12.3** However, the *Contractor* shall be entitled to assert its claims at the Client's general place of jurisdiction.

## 13. Final provisions

**13.1** Amendments or supplements to these General Terms and Conditions must be made in writing in order to be valid, unless the *Client* is a consumer [Section 1 (1)(2) of the Austrian Consumer Protection Act (KSchG)].

**13.2** Declarations by the *Contractor* to the *Client* are deemed to have been received by the latter if they are sent to the last e-mail or postal address provided in writing.

**13.3** Correspondence via e-mail is also deemed to be in writing for the purposes of these General Terms and Conditions.

**13.4** In the absence of explicit written instructions, the *Contractor* is not obliged to encrypt its e-mail and the *Client* declares that it is aware of the associated risk of the correspondence becoming accessible to third parties.

**13.5** If one or more provisions of these General Terms and Conditions or of a contract governed by these General Terms and Conditions are invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace any invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.

**January 2024**