

## General Terms and Conditions of Contract

### 1. Scope of application

- 1.1. These General Terms and Conditions of Contract apply to all mandates and engagements assigned to BEURLE Rechtsanwälte GmbH & Co KG ("BEURLE Rechtsanwälte"), including those issued in the future and specifically those issued verbally. They govern all activities in connection with the mandates granted and engagements assigned, whether judicial, extrajudicial or official, for drafting documents, preparing expert opinions and briefs, for consulting services, for assuming trusteeships, and for all other activities to be performed in connection with the mandate granted, unless otherwise agreed in writing in a particular case.
- 1.2. These General Terms and Conditions of Contract (GTCC) apply both to mandates and engagements placed by the Client as well as to mandates and engagements placed with BEURLE Rechtsanwälte by companies affiliated with the Client pursuant to Section 189a(8) of the Austrian Commercial Code (UGB).
- 1.3. Performance is rendered exclusively on the basis of these General Terms and Conditions of Contract. These General Terms and Conditions of Contract apply not only in the case of explicit acceptance, but also for cases in which BEURLE Rechtsanwälte renders services within the scope of the mandates granted following receipt of these GTCC by the Client.
- 1.4. Any conflicting general terms and conditions on the part of the Client are expressly excluded. Pre-formulated terms and conditions on the part of the Client, irrespective of their form, do not become part of the contract under any circumstances and do not apply even if BEURLE Rechtsanwälte has not expressly objected to them or does not object to them in the future. Neither of the above mentioned terms and conditions on the part of the Client apply even to the extent that no deviating provision is stipulated in these GTCC.
- 1.5. These General Terms and Conditions of Contract may be amended by BEURLE Rechtsanwälte and will be updated on the website of BEURLE Rechtsanwälte ([www.beurle.eu](http://www.beurle.eu)). The most recent version of these GTCC as published on the website is valid at all times.

### 2. Scope and execution of the engagement

- 2.1. In performing its services, BEURLE Rechtsanwälte is obliged to act in accordance with the principles of proper professional and ethical practice governing attorneys.
- 2.2. BEURLE Rechtsanwälte has the right to assume that the information and documents provided by the Client are correct and complete and to base its further activities on such information and documents.
- 2.3. The Client is obliged to sign a written power of attorney for Beurle Rechtsanwälte upon request.

- 2.4. As a general rule, BEURLE Rechtsanwälte is entitled to perform client-related services at its own discretion and to take all steps it deems appropriate, as long as such performance does not contradict explicit instructions of the Client or the law. BEURLE Rechtsanwälte is entitled to use the services of competent personnel and third parties as well as to engage substitutes or subcontractors for the performance of its services.
- 2.5. However, BEURLE Rechtsanwälte is only obliged to file appeals and legal remedies if it has received and accepted an order to do so.
- 2.6. In case of imminent danger, BEURLE Rechtsanwälte is entitled to take or refrain from taking any action not covered by the mandate or under the engagement, or even contrary thereto, if such action appears to be in the interest of the Client.
- 2.7. In the event that the legal situation changes after the engagement has been terminated, BEURLE Rechtsanwälte is not obliged to inform the Client of any changes in the legal situation or of any consequences resulting therefrom.

### 3. Obligations of the Client

- 3.1. The Client must ensure that BEURLE Rechtsanwälte always receives in a timely, accurate, and comprehensive manner all information required for the proper performance of the services. This applies in particular to new or changed circumstances that arise while a mandate is in effect.
- 3.2. If BEURLE Rechtsanwälte acts as a conveyor or contracting agent in real estate transactions, the Client is obliged to disclose to BEURLE Rechtsanwälte all information necessary for BEURLE Rechtsanwälte to calculate the real estate transfer tax, the registration fee, as well as the real estate income tax. BEURLE Rechtsanwälte is exempt from any and all liability if the calculation is performed in accordance with the law on the basis of the information provided. In the event that any information is inaccurate or incomplete, the Client will indemnify and hold BEURLE Rechtsanwälte harmless for any resulting pecuniary disadvantages.
- 3.3. The Client undertakes to provide without undue delay and at its own expense all information and documents required to fulfill the due diligence obligations incumbent on BEURLE Rechtsanwälte as well as those required to comply with anti-money laundering and similar obligations pursuant to the relevant legal provisions, in particular the relevant codes and regulations of professional ethics for attorneys-at-law (Rechtsanwaltsordnung [RAO]) in the required form, and translated into German upon request.
- 3.4. The Client is entitled to use documents and work results and output drafted by BEURLE Rechtsanwälte in connection with the engagement as well as for ancillary purposes directly related thereto. Use for any other purpose requires the prior written consent of BEURLE Rechtsanwälte, in particular disclosure to third parties. Unless expressly agreed otherwise in a specific case, BEURLE Rechtsanwälte does not grant any rights to documents written by third parties or other works that BEURLE Rechtsanwälte discloses or has disclosed to the Client in connection with the engagement.
- 3.5. BEURLE Rechtsanwälte does not assume any liability whatsoever towards third parties for the works created by BEURLE Rechtsanwälte or for any other work results or output, expert opinions, consulting services, and so forth. Third parties are any persons other than the Client. In particular, BEURLE Rechtsanwälte does not warrant that the information contained in such work results

and output constitutes a sufficient basis for decision-making for third parties. Any such assessment is the exclusive responsibility of the third parties; the responsibility for any and all business decisions rests solely with the third parties. The Client hereby indemnifies and holds BEURLE Rechtsanwälte harmless to the fullest extent against any third party who may have received any work created or disclosed by BEURLE Rechtsanwälte.

- 3.6. BEURLE Rechtsanwälte grants the Client a license to use its works in accordance with these General Terms and Conditions of Contract, specifically only upon payment of the agreed fee. Any permission granted for the use of the works to third parties must always be approved in writing by BEURLE Rechtsanwälte.

#### 4. Duties and obligations of BEURLE Rechtsanwälte

- 4.1. BEURLE Rechtsanwälte undertakes to protect the interests and the welfare of the Client throughout the period during which the engagement is in force and during which the Client receives legal advice and representation.
- 4.2. All information entrusted to BEURLE Rechtsanwälte within the scope of the attorney-client relationship and that is not publicly accessible is treated confidentially and not disclosed to third parties unless the Client releases BEURLE Rechtsanwälte from this obligation of confidentiality or unless statutory or professional obligations conflict therewith.
- 4.3. To the extent and insofar as it is necessary in order for BEURLE Rechtsanwälte to prosecute claims (in particular claims for fees), or to defend claims against BEURLE Rechtsanwälte (in particular claims for damages by the Client or third parties against BEURLE Rechtsanwälte), BEURLE Rechtsanwälte is hereby released from the obligation of confidentiality prior to such prosecution or defense.
- 4.4. Unless otherwise agreed in a specific case or unless there is an apparent objective interest for BEURLE Rechtsanwälte to maintain confidentiality with regard to the Client, BEURLE Rechtsanwälte is entitled to disclose the name of the Client as well as the nature of the assumed engagement to third parties. The Client expressly releases BEURLE Rechtsanwälte from its obligation of confidentiality to this extent and grants its express consent to the use of such data.
- 4.5. Within the scope of the agreed purpose of the engagement, BEURLE Rechtsanwälte may process personal data entrusted to BEURLE Rechtsanwälte or have such data processed by third parties. BEURLE Rechtsanwälte undertakes to comply with the provisions of applicable data protection and privacy legislation. The Client consents to the computer-assisted processing of the documents required to execute the engagement and to the storage of the data in the document archives accessible to the Austrian Federal Bar Association for the period prescribed by law.
- 4.6. Prior to accepting a mandate or assuming an engagement, BEURLE Rechtsanwälte conducts a review to rule out conflicts of interest and determine whether BEURLE Rechtsanwälte has the capacity to act on behalf of the Client in accordance with the applicable legal, ethical, and internal rules and regulations.
- 4.7. If at any time the Client becomes aware of an actual or potential conflict of interest, the Client is obliged to notify BEURLE Rechtsanwälte thereof in writing without undue delay.
- 4.8. In the event that a conflict of interest arises during the course of the engagement and legal, ethical, and internal regulations prohibit BEURLE Rechtsanwälte from taking (further) action on behalf of the Client,

BEURLE has the right to rescind the terms and condition of the engagement pursuant to Item 7. In such case BEURLE Rechtsanwälte is not liable to the Client for any costs or losses resulting from the rescission of the engagement.

## 5. Liability of BEURLE Rechtsanwälte

- 5.1. BEURLE Rechtsanwälte assumes liability exclusively for damages caused intentionally or through gross negligence on its part or on the part of a person attributable to BEURLE Rechtsanwälte. In the event of personal injury, BEURLE Rechtsanwälte is liable regardless of the degree of fault. Any liability whatsoever for loss of profit and any indirect pecuniary loss are excluded.
- 5.2. The liability of BEURLE Rechtsanwälte pursuant to Item 5.1 is limited to the amount of EUR 10,000,000.00 per claim.
- 5.3. In no event does any direct claim or entitlement exist against any partner, attorney, legal counsel, employee, consultant, or agent of BEURLE Rechtsanwälte. The Client hereby waives any and all such claims in advance.
- 5.4. A claim for damages must be asserted in court within six months of the aggrieved party becoming aware of such claim, but in any case within three years of the occurrence of the event giving rise to the claim, failing which the claim must be forfeited.
- 5.5. Item 5.4 is applicable mutatis mutandis to warranty claims. Application of Section 924 of the Austrian Civil Code (ABGB) is excluded.
- 5.6. Finally, liability of any kind is excluded in cases in which the Client has not yet settled the agreed fee or, for whatever reason, has not settled any fee at all or has failed to settle it adequately or appropriately.

## 6. Fee

- 6.1. Unless mandatory provisions or special agreements to the contrary apply, BEURLE Rechtsanwälte will invoice its services on the basis of time expenditure based on hourly rates generally applicable to the work and activities of the relevant attorney, associate, or clerk or on separately agreed hourly rates. The work time, that is the total time expenditure associated with execution of the engagement, including time spent studying files, researching, records management, travel and waiting times, is invoiced for each service rendered to the nearest full 5 minutes, with a minimum time unit of 15 minutes in the absence of any special agreement to the contrary.
- 6.2. BEURLE Rechtsanwälte is entitled to valorize these hourly rates at the beginning of the year pursuant to the CPI 2015 (based on the index figure for December of the calendar year preceding the year in which the specific order was placed or preceding the most recent valorization), rounding up to the nearest whole euro amount.
- 6.3. BEURLE Rechtsanwälte reserves the right to charge for drawing up first drafts of contracts, templates, or drafts of other standard documents on the basis of the General Fee Criteria for Attorneys at Law (AHK), the Notary Tariff Act, or fixed, reasonable lump-sum fees, rather than on the basis of time expenditure. BEURLE Rechtsanwälte will invoice any client-related revisions of such documents or associated services according to the actual time expended.

- 6.4. In addition to being entitled to a fee, BEURLE Rechtsanwälte is entitled to the reimbursement of its expenses. Instead of charging individual expenses, a lump sum for expenses may be charged,, which, in the absence of an agreement to the contrary, will amount to 3% of the net fee. Cash expenses that are exempt from sales tax, such as court fees, may always be charged separately.
- 6.5. Given their nature, the scope of the services to be provided by the attorney cannot be reliably assessed in advance. Accordingly, the Client acknowledges that any estimate regarding the amount of the fee likely to be incurred made by BEURLE Rechtsanwälte and not expressly designated as binding is non-binding and will not be regarded as a binding cost estimate.
- 6.6. The fees do not include value-added tax, which will be additionally charged.
- 6.7. BEURLE Rechtsanwälte is entitled to invoice the services rendered by BEURLE Rechtsanwälte on a monthly basis.
- 6.8. Any invoice sent by BEURLE Rechtsanwälte is regarded as approved if and to the extent that the Client does not object in writing within two weeks after the Client's receipt of the invoice.
- 6.9. Unless otherwise agreed, invoices are payable immediately upon receipt in euros. Interest on arrears will be charged at the statutory rate for fees that have not been paid within 30 days after invoicing.
- 6.10. BEURLE Rechtsanwälte has the right to demand appropriate and reasonable advance payments of fees and to suspend services or withhold work results until payment thereof. Alternatively, BEURLE Rechtsanwälte also has the right to demand payment of a certain amount (security deposit) in order to secure future claims for fees. The Client may pay the invoice within seven (7) days from the date of receipt of the invoice. If the Client meets this requirement, the security deposit is to be refunded to the Client immediately following such payment. If the Client fails to comply with this requirement, BEURLE Rechtsanwälte has the right to recover the amount from the security deposit. Any amount remaining from the security deposit will also be refunded to the Client mutatis mutandis.
- 6.11. Irrespective of the amount of the fee, BEURLE Rechtsanwälte also has the right to collect in full any amounts for reimbursement of costs paid by third parties (opposing parties, authorities, and so forth) pursuant to the relevant statutory or official regulations and will credit such amounts for reimbursement of costs against the agreed fee insofar as the amount for reimbursement of costs can be recovered from the third party.
- 6.12. BEURLE Rechtsanwälte is entitled to set off any outstanding receivables for fees, including reimbursement of charges and expenses, against claims of the Client for any deposit balances, set-off funds attributable to the Client, or any other liquid funds at the disposal of BEURLE Rechtsanwälte and attributable to the Client.
- 6.13. Any set-off against claims for fees from BEURLE Rechtsanwälte is only permissible if the Client's claims have been acknowledged in writing by BEURLE Rechtsanwälte or have become res judicata. Any right of retention on the part of the Client pursuant to Section 1052 of the Austrian Civil Code (ABGB) is excluded.
- 6.14. In the event that the Client has provided information about legal expenses insurance, BEURLE Rechtsanwälte is not obliged to claim the fee directly from the legal expenses insurer, but instead may claim the full fee from the Client. Notwithstanding the foregoing,

the Client assigns its claim for insurance benefits in advance to BEURLE Rechtsanwälte as security for the claim for fees.

- 6.15. The Client is entitled to information about all services rendered by BEURLE Rechtsanwälte within the scope of the engagement as well as information provided to third parties.

## 7. Termination of the engagement

- 7.1. Both the Client and BEURLE Rechtsanwälte may terminate the engagement at any time by written notice to the other contracting party without specifying reasons. The representation of the Client ceases with immediate effect upon receipt of the notice of termination. If and to the extent that the immediate termination as the Client's legal counsel would jeopardize the Client's interests, BEURLE Rechtsanwälte will remain at the Client's disposal after receipt of the notice of termination for as long as required by applicable law or rules of professional and ethical conduct.
- 7.2. In the event of termination of the engagement by one of the parties hereto for whatever reason, the outstanding fee including reimbursement of any and all out-of-pocket expenses, fees, and claims of third parties, as well as VAT if applicable, become immediately due and payable.
- 7.3. Notwithstanding any such termination, Items 3.4 to 3.6 (use and usage rights to a work), Items 4.1 to 4.5 (confidentiality and data privacy and protection), Item 5 (liability), Items 8.4 and 8.5 (records management), Item 8.6 (non-assignment clause), and Item 8.7 (jurisdiction) continue to remain in force.

## 8. Miscellaneous

- 8.1. Statements made by BEURLE Rechtsanwälte to the Client will always be regarded as having been received by the Client if they are sent to the address provided by the Client at the time the engagement was entered into or to the amended address – including e-mail address – provided by the Client in writing thereafter. BEURLE Rechtsanwälte is entitled to correspond with the Client in any manner it deems appropriate, including by means of unencrypted e-mail without secure signature, by the use of cloud services hosted in Europe (e.g. Microsoft OneDrive) by SMS, or by means of social media, unless otherwise agreed in writing.
- 8.2. BEURLE Rechtsanwälte communicates with the Client by means of various communication media, including e-mail, the Internet (i.a. Microsoft OneDrive), and other electronic forms of communication. The Client is aware of the risk associated with these forms of communication, such as delays, undeliverability, data corruption and loss, breach of confidentiality, or malware. Should the Client generally or with regard to a specific matter not wish to use e-mail, SMS, the Internet, and so forth, but instead wish to use encrypted forms of communication, the Client is required to inform the relevant partner thereof in writing.
- 8.3. The Client will not transmit any time-sensitive or urgent information to BEURLE Rechtsanwälte solely by e-mail, SMS, or social media, or by leaving a message on the voicemail of a telecommunication device. Information transmitted in this manner will only be regarded as received by BEURLE Rechtsanwälte when the relevant recipient has actually listened to the voice message or read the e-mail or SMS or other message. BEURLE Rechtsanwälte assumes no liability for any failure to observe a deadline that occurs as a result of delayed knowledge caused by the use of e-mail, SMS, social media, or voicemail.

- 8.4. Upon or after termination of the contractual relationship, BEURLE Rechtsanwälte will, upon request by the Client, return to the Client the original version of any documents it has received from the Client in connection with its activities. BEURLE Rechtsanwälte may make photocopies of these documents.
- 8.5. BEURLE Rechtsanwälte will retain documents and work results handed over to or prepared by BEURLE Rechtsanwälte after the termination of an engagement for the period prescribed by law (as a minimum), and in the absence of regulations, for a maximum period of 7 years, without any costs being charged to the Client for such retention. The Client agrees that the files (including original documents) may be destroyed after the expiration of the retention period.
- 8.6. These General Terms and Conditions of Contract are binding on the parties hereto and their respective legal successors. Without the prior, express, written consent of the other relevant contracting party, any partial or complete transfer of rights and obligations arising from the agreement governing the engagement or the transfer of the contractual position (assignment and assumption of the contract) or individual claims arising therefrom to third parties is not permitted.
- 8.7. Any disputes arising from a power of attorney and engagement relationship and all client agreements with BEURLE Rechtsanwälte, including disputes regarding their establishment, are subject to the exclusive jurisdiction of the court having subject-matter jurisdiction in Linz, Austria. Austrian law applies exclusively to the exclusion of conflict of law provisions.
- 8.8. Should one or several provisions of these GTCC or of the contractual relationship governed by these GTCC be invalid, impracticable, or unenforceable, the validity of the other provisions of the agreement or contractual relationship remains unaffected. To the extent permitted by law, any such invalid, impracticable, or unenforceable provision will be regarded as having been replaced by a provision that – to the extent possible – corresponds to the original intention of the parties.
- 8.9. Deviations from these General Terms and Conditions of Contract and from individual written power of attorney agreements, client mandate agreements, and fee agreements must be made in writing to be effective, including any waiver of this formal requirement of written form.
- 8.10. The entire text of these GTCC, as well as any and all documents derived from it including annexes, have been executed in German and English. For legal purposes, the text in German is to be given priority of interpretation. In the event of conflict between the two versions, the German version will prevail.