

# General Conditions of Contract

## HASCH UND PARTNER Rechtsanwältinnen GmbH

### 1. Scope of application

1.1. These General Conditions of Contract shall apply to any and all mandates and activities whether involving judicial, administrative, or extrajudicial representation, that are carried out in the course of a contractual relationship (hereinafter also referred to as "Mandate") between the Client and HASCH UND PARTNER Anwaltskanzlei mbH, company registration number... The General Conditions of Contract shall also apply to legal opinions, legal statements, drafting of contracts, taking over trusteeships, and any other advisory services, works, or activities of any kind.

1.2. Unless otherwise expressly and in writing agreed upon in individual cases, all Mandates are deemed to be granted to HASCH UND PARTNER Anwaltskanzlei mbH, which is represented by its executive managers. Both the HASCH UND PARTNER Anwaltskanzlei mbH and the lawyers working for HASCH UND PARTNER Anwaltskanzlei mbH will hereinafter be referred to briefly as "HP".

1.3. The General Conditions of Contract shall also apply to new Mandates and orders, unless otherwise explicitly agreed upon in writing. General terms and conditions, conditions, or forms of the Client or principal are not accepted under any circumstances, and the Client or principal acknowledges, upon granting the Mandate, that these will not be recognized or become part of the contract, and that HP will act exclusively according to the present General Terms and Conditions of Engagement in their current version.

### 2. Mandate and Power of Attorney

2.1. HP is entitled and obligated to represent the Client to the extent necessary and appropriate for fulfilling the Mandate. If the legal situation changes after the end of the Mandate, HP is not obligated to inform the Client of these changes or their resulting consequences.

2.2. Upon request, the Client shall sign and provide HP with a written power of attorney tailored to the Mandate and agreed upon with the Client. A copy of the signed power of attorney will be handed over to the Client. This power of attorney may be directed towards the execution of individual, specific legal transactions or actions, or all possible legal transactions or actions.

2.3. Unless otherwise expressly agreed upon in writing in individual cases, consultation or clarification on economic matters and issues of tax and fiscal law shall not be included in the clarification scope of HP.

2.4. Upon issuing the Mandate, HP is granted the Power of Attorney according to § 30 paragraph 2 Code of Civil Procedure ("Zivilprozessordnung" abbreviated as ZPO), § 8 Act Regulating the Exercise of the Lawyer's Profession ("Rechtsanwaltsordnung" abbreviated as RAO), § 10 General Administrative Procedures Act ("Allgemeines Verwaltungsverfahrensgesetz" abbreviated as AVG), § 77 Land Register Law ("Allgemeines Grundbuchsgesetz" abbreviated as GBG), § 83 Federal Tax Code ("Bundesabgabenordnung" abbreviated as BAO) and § 77 Fiscal Penal Law ("Finanzstrafgesetz" abbreviated as FinStrG).

### 3. General Principles of Representation

3.1. HP must conduct the representation entrusted to them in accordance with the law, and represent the rights and interests of the Client against any party with diligence, loyalty and conscientiousness. HP is not liable for knowledge of foreign law and must consider such law, as well as non-directly applicable European Community law, only if its consideration has been expressly agreed upon in writing.

3.2. HP is fundamentally entitled to perform its services at its own discretion and to take all necessary steps, particularly to use means of attack and defence in any manner, as long as this does not contradict the Mandate, their conscience, or the law.

3.3. If the Client gives HP an instruction whose compliance is incompatible with principles of proper professional practice based on law or other professional regulations (e.g., Guidelines for practising the legal profession: "Richtlinien für die Ausübung des Rechtsanwaltsberufes", abbreviated as RL-BA), HP must reject the instruction. If instructions are considered by HP to be impractical or even disadvantageous to the Client, HP must inform the Client of the potentially adverse consequences before executing such directives.

3.4. In case of imminent danger, HP is entitled to take or refrain from taking actions not explicitly covered by the Mandate or contrary to an instruction given, if this appears to be urgently necessary in the interest of the Client.

3.5. The Client acknowledges that any required electronic archiving of documents (e.g., for the Commercial Register or the Land Register) is only carried out for a period of seven years and that a new archiving process will be necessary after this period. Such extended archiving duration is possible but will only be performed at the express request of the Client. The costs incurred for the electronic archiving of documents are, in any case, to be borne by the Client as cash expenses.

3.6. Whenever possible, ongoing matters will also be prepared and handled by trainee lawyers ("Rechtsanwaltsanwältinnen"); however, the essential control tasks will in any case be performed by a lawyer from HP.

### 4. Information and cooperation obligation of the Client

4.1. After granting the Mandate, the Client is obligated to promptly inform HP of all information and facts that could be relevant to the execution of the Mandate and to provide access to all necessary documents, data, and evidence, unless their inaccuracy is obvious. HP is entitled to assume the correctness of all information, facts, documents, records and evidence, unless their incorrectness is obvious.

4.2. During the ongoing Mandate, the Client is obliged to promptly inform HP of any changed or newly arising circumstances that could be relevant to the execution of the Mandate, upon becoming aware of them. The Client is required, without specific prompting, to assist to the best of their ability in the preparation and fulfillment of the respective Mandate. This includes supporting HP in fulfilling the professional duties of lawyers, such as compliance with the provisions of the RAO regarding the prevention of money laundering and terrorism financing.

4.3. If HP acts as contract drafter, the Client is obliged to promptly provide HP with all information necessary for the self-assessment of the real estate transfer tax, registration fees, as well as any potential real estate income tax. If HP performs the self-assessment based on the information provided by the Client, HP shall be exempt from any liability towards the Client. In this case, the Client is obliged to indemnify HP upon first request for any financial losses resulting from the inaccuracy of the Client's information, and to hold HP harmless against claims.

### 5. Confidentiality, conflict of interests

5.1. HP is obliged to maintain confidentiality with regard to all matters entrusted to it and all other facts of which it becomes aware in its professional capacity and the confidentiality of which is in the interest of its Client.

5.2. HP is authorised to instruct all employees to handle matters within the framework of the applicable laws and guidelines, provided that these employees have been verbally instructed about the obligation to maintain confidentiality and the obligation to maintain confidentiality has been contractually agreed.

5.3. HP shall only be released from the obligation of confidentiality to the extent that this is necessary for the pursuit of claims by HP (in particular fee claims) or for the defence against claims against HP (in particular claims for damages by the Client or third parties against HP) or based on statutory obligations to make statements.

5.4. The Client may release HP from the obligation of confidentiality at any time. The release from confidentiality by the Client does not release HP from the obligation to check whether its statement is in the interests of its Client.

5.5. HP shall also be released from the duty of confidentiality if the duty of confidentiality conflicts with statutory obligations, such as compliance with the provisions of §§ 48a et seq, and 82 paragraph 5 of the Stock Exchange Act ("Börsengesetz") and the Provisions of the Lawyers' Regulations on Combating Money Laundering and Terrorism Financing ("Bestimmungen der RAO zur Bekämpfung von Geldwäscherei und Terrorismusfinanzierung").

5.6. HP is obliged to evaluate whether there is a risk of a conflict of interest within the meaning of the provisions of the RAO and RL-BA through the execution of a Mandate.

### 6. Intended purpose, disclosure to third parties

6.1. All work results and works (in particular legal opinions, legal statements, report letters, presentations, statements etc. or drafts thereof) prepared by HP within the scope of the Mandate shall be addressed exclusively to the expressly stated group of addressees.

6.2. The disclosure and/or making available of the work results or works created by HP within the meaning of clause 6.1. by the Client to third parties or their publication is only permitted with the express prior written consent of HP. The present General Conditions of Contract, in particular, the limitations of liability of HP stipulated therein, must in this case be accepted in full. Under no circumstances shall this give rise to any liability whatsoever on the part of HP towards third parties, in particular not under the title of liability with protective effect in favour of third parties.

6.3. The use of HP's professional statements or written works for advertising purposes is not permitted without HP's written consent.

6.4. HP retains the unrestricted copyright to its services and works.

6.5. Unless otherwise expressly agreed or unless the Client has an obvious overriding interest in confidentiality, HP shall be entitled to disclose to third parties the name of the Client, the nature and scope of the Mandate and a description of the activities carried out by HP within the scope of the Mandate. HP is expressly released by the Client from the duty of confidentiality in this respect. However, HP must always check whether the disclosure of information could be detrimental to the Client and, if so, refrain from doing so.

### 7. Reporting obligation of the attorney

7.1. HP is required to inform the Client about the actions undertaken with the Mandate to a reasonable extent, either orally or in writing.

### 8. Sub-authorisation and substitution

8.1. HP may be represented by a trainee lawyer employed by her or by another lawyer, or by his or her authorized trainee lawyer (subdelegation).

8.2. In case of any impediment, HP is allowed to pass the Mandate or individual parts of it (substitution) to another lawyer (substitution).

### 9. Fees

9.1. Unless otherwise agreed, HP shall in any case be entitled to an appropriate fee based on the Lawyers' Fees Act ("Rechtsanwalts tariffgesetz" abbreviated as RATG), the Notaries' Fees Act ("Notariats tariffgesetz" abbreviated as NTG) and the Autonomous Fee Criteria ("Allgemeine Honorar-Kriterien" abbreviated as AHK) as amended from time to time.

9.2. The fee calculation shall be based on the respectively valid autonomous fee guidelines adopted by the Austrian Bar Association. Unless otherwise agreed in writing, the services provided by HP shall be charged on a time basis. The total time that HP, the lawyer working for them and the trainee lawyers and other legal staff or substitutes devote to the Mandate shall be invoiced, whereby in particular the study of files, travelling time/travel time, study of laws, literature and case law, reports (see Clause 7), revision/adaptation of written documents and also necessary or expedient intercomferences shall be included.

9.3. The hourly rates for partners, attorneys and trainee attorneys as communicated to the Client by HP or regularly adjusted by HP over time shall be used as the basis for invoicing in the case of invoicing with time-based fees. Fees are charged based on actual time worked and not based on minimum units. The smallest unit of time charged shall be 10 minutes, whereby 10 minutes or part thereof shall be deemed to be a full 10 minutes.

9.4. Even if a flat fee or hourly rate is agreed upon, HP is entitled to at least the reimbursement of costs exceeding this fee that can be recovered from the Opponent; otherwise, the agreed flat fee or hourly rate shall apply.

9.5. It is expressly noted that the fees charged based on an hourly rate or any potential insurance benefits from legal expenses insurance may exceed the Client's claim for reimbursement of costs against third parties determined in accordance with the RATG, and that the Client is responsible for paying the corresponding difference, unless otherwise agreed in writing. For the acceptance and safekeeping of funds, savings books, securities, valuables including booking, offsetting and handing over or return, or government fees as well as for the handling of trusteeships by HP – excluding management involving bills of exchange, debt instruments, witness, expert and delivery fees, and similar – a custody fee according to § 24 Notary Tariff Act ("Notariats tariffgesetz" abbreviated as NTG) is agreed instead of time-based billing.

9.6. In addition to the fee due to HP, the statutory Value Added Tax ("Umsatzsteuer" abbreviated as USt), necessary and reasonable expenses (e.g., for travel costs, hotel expenses, parking fees, telephone, fax, copies, postage), as well as disbursements made in the name of the Client (e.g., court fees, fees concerning the commercial register and land register extract, inquiries to the central register of residents, advance payments, etc.) are to be added. All court and official costs (cash disbursements) and expenses (e.g. due to purchased external services) may - at HP's discretion - also be passed on to the Client for direct settlement. HP shall be entitled to charge a lump sum for expenses amounting to 5 % of the unreduced fee (excluding USt) instead of the necessary and reasonable expenses to be invoiced individually. HP may make the performance of actions (e.g. filing of lawsuits) dependent on the payment of cash expenses (e.g. flat fee). Any disadvantages resulting from the non-payment of cash expenses shall be borne by the Client, who shall indemnify and hold HP harmless in this respect.

9.7. The Client acknowledges that any estimate made by HP, which is not expressly designated as binding, of the amount of the fee likely to be incurred is non-binding and not to be regarded as a binding cost estimate (in particular not within the meaning of § 5 paragraph 2 consumer protection law ("Konsumentenschutzgesetz" abbreviated as KSchG)), because the extent of the services to be provided by HP cannot by its nature be reliably assessed in advance and that the fee actually incurred may (significantly) exceed the estimate. At the express written (also e-mail) request of the Client, HP will inform the Client if the fee for a specific Mandate exceeds the estimated fee.

9.8. The Client shall not be invoiced for the time and effort involved in invoicing and preparing the fee notes. Should the Client incur additional effort, such as the translation of service specifications at the Client's request, this additional effort will be billed to the Client. Reasonable expenses for letters written at the Client's request to the Client's auditor, 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 at the balance sheet date are stated, shall also be charged.

9.9. HP is authorised to submit fee notes at any time, but in any case on a quarterly basis, and to request fee advances within the meaning of § 52 paragraph 1 RL-BA. Unless expressly agreed otherwise in writing, HP's services are generally invoiced on a quarterly or monthly basis. At the express written (also e-mail) request of the Client, a list of services rendered by HP during the service period will be enclosed with the fee notes.

9.10. If the Client is an entrepreneur ("Unternehmer"), a duly remitted fee note sent to the Client shall be deemed approved if and insofar as the Client does not object in writing within 14 days (the date of receipt by HP shall be decisive) of receipt. The deadline shall be the date of receipt by HP.

9.11. If the Client is in arrears with the payment of the entire fee or a portion thereof, HP shall be entitled to interest on arrears at the statutory rate, but at least 4 % above the respective base interest rate. Further legal claims (e.g. § 1333 Austrian Civil Code ["Allgemeines bürgerliches Gesetzbuch" abbreviated as ABGB]) remain unaffected. In particular, HP is entitled to charge reminder fees in an appropriate amount.

9.12. The Client is obliged to reimburse the fee and cash expenses of HP and its substitutes. If a Mandate is issued by several Clients in one case, they shall be jointly and severally liable ("zur ungeteilten Hand") for all resulting claims of HP. 9.13. The Client's claims for reimbursement of costs against the opposing party are hereby assigned to HP in the amount of HP's fee claim as soon as they arise. HP is entitled to inform the Opponent of the assignment at any time.

9.14. The Client shall not be entitled to offset its own claims against HP's claims. A right of retention of the Client according to § 1052 ABGB is expressly excluded.

9.15. HP shall be entitled to issue a statement of account at any time, but at least every calendar quarter, and to demand reasonable advances on costs at any time.

9.16. HP shall be entitled to offset fee claims due as well as fees and expenses incurred against any deposits, clearing monies or other liquid assets of the Client at HP's disposal, even in the event of an express waiver. Reference is made to the lawyer's statutory right of lien (§ 19a RAO).

### 10. Liability of H & P

10.1. Any liability of HP for mere financial losses of the Client is generally excluded in the event of a slightly negligent breach of the obligation assumed by HP. In any other case, HP's liability shall be limited to the sum insured available for the specific case of damage (§ 17a RL-BA), but shall at least amount to the sum insured specified in § 21a RAO as amended. This is currently € 2.400.000,00 (in words: two millions four hundred thousand euros) for law firms in the form of a limited liability company. Liability in excess of this maximum is therefore expressly excluded. This also applies to any liability towards third parties, for example from a contract with protective effects in favour of third parties. The reversal of the burden of proof in accordance with § 1298 ABGB is expressly excluded to the detriment of HP. Direct liability for damages on the part of those lawyers working for HP is excluded in any case. If the Client is a consumer within the meaning of the KSchG, any liability of HP is excluded in the case of slightly negligent damage.

10.2. The maximum liability amount pursuant to Clause 10.1. includes all claims made against HP due to incorrect or inadequate advice and/or representation, in particular claims for damages and price reduction. The maximum amount pursuant to Clause 10.1. refers to one insured event. If there are two or more competing injured parties and/or Clients, the maximum amount for each individual injured part.

10.3. HP shall not be liable for information provided by telephone or verbal statements or declarations made by its employees, unless HP expressly confirms these in writing.

10.4. HP shall only be liable for third parties (in particular external experts, foreign lawyers), who are neither employees nor partners, commissioned with individual partial services within the framework of the provision of services, if they are at fault in their selection.

10.5. HP shall only be liable to its Client, not to third parties. The Client is obliged to expressly inform third parties who engage with HP's services as a result of the Client's actions of this fact.

10.6. HP shall only be liable for knowledge of foreign law if this has been agreed upon in writing or if HP has given its written consent to examine foreign law. Directly applicable EU law is not considered foreign law, but the national law of the individual member states of the European Union is.

### 11. Limitation of claim / preclusion

11.1. Unless a shorter limitation or preclusion period applies by law, all claims against HP shall lapse, if they are not asserted in court by the Client within six months of 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, but no later than three years after the conduct (breach) causing the damage (giving rise to the claim).

### 12. Legal expense insurance of the Client

12.1. Upon awarding the Mandate, HP must be promptly notified of any legal expenses insurance the Client may have. Necessary documents regarding this insurance must also be submitted immediately during the Mandate issuance process, along with any available corresponding documents. If HP has sufficient information about an existing legal expenses insurance of the Client, HP will apply to the insurance company for legal expenses coverage.

12.2. The disclosure of legal expenses insurance by the Client and the obtaining of legal expenses cover by HP shall not affect HP's fee claim against the Client.

12.3. HP is not obliged to claim the fee directly from the legal expenses insurance, but may also claim the entire fee primarily from the Client.

### 13. Termination of a Mandate

13.1. The Mandate may be cancelled by HP or the Client at any time without notice and without stating reasons. The cancellation of the Mandate must be in writing (including e-mail) to be effective. HP's fee claim remains unaffected.

13.2. In the event of cancellation by the Client or HP, HP shall continue to represent the Client for a period of 14 days insofar as this is necessary to protect the Client from legal disadvantages. This obligation does not apply if the Client cancels the Mandate and expresses that he does not wish to continue its activities or if the Client appoints a new legal representative to represent his interests.

### 14. Obligation to surrender / retention obligation

14.1. Upon termination of the contractual relationship, HP shall return original documents to the Client upon request. HP is entitled to retain copies of these documents.

14.2. If the Client requests documents (copies of documents) again during or after the termination of the mandate that they have already received as part of the Mandate handling, the Client shall bear the costs (e.g., postage, copies) as well as the hourly fee for obtaining/providing and transmitting the requested documents.

14.3. HP is obliged to keep the files for a period of five years from the end of the Mandate and to provide the Client with copies during this period if requested. Clause 14.2 applies to the bearing of costs. 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.

### 15. Choice of law and place of jurisdiction

15.1. The General Conditions of Contract and the Client relationship governed by them as well as all claims and disputes arising therefrom shall be subject to Austrian material law to the exclusion of national and international conflict of law rules.

15.2. For legal disputes arising from or in connection with the contractual relationship governed by the General Conditions of Contract, including disputes regarding its validity, the exclusive jurisdiction of the competent court at HP's registered office is agreed, unless this is contrary to mandatory law. However, HP is also entitled to bring claims against the Client before any other court in Austria or abroad in whose jurisdiction the Client has its registered office, domicile, branch or assets.

15.3. For Clients who are consumers within the meaning of the KSchG, the jurisdiction provision of § 14 KSchG applies.

### 16. Concluding provisions

16.1. Amendments or additions to the General Conditions of Contract must be made in writing to be valid.

16.2. Statements made by HP to the Client shall in any case be deemed to have been received if they are sent to the (e-mail) address provided by the Client when the Mandate was awarded or to the (e-mail) address subsequently communicated in writing. Unless otherwise agreed, HP may correspond with the Client in any way it deems appropriate. Statements required to be made in accordance with these General Conditions of Contract may also be communicated by fax or email, unless otherwise agreed. Unless otherwise instructed in writing by the Client, HP shall be authorised to

conduct e-mail correspondence with the Client in unencrypted form. The Client declares that he 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.

16.3. The Client expressly agrees that HP may process, transfer or transmit (within the meaning of the Data Protection Act ["Datenschutzgesetz"]) personal data relating to the Client and/or the Client's company to the extent that this is necessary and expedient for the fulfillment of the tasks assigned to HP by the Client or results from legal or professional obligations (e.g. participation in electronic legal transactions, etc.). Data that is processed in accordance with § 8b paragraph 4 and § 8a paragraph 1 RAO to fulfill HP's due diligence obligations in connection with combating money laundering and terrorist financing may be stored by HP for up to thirty years after the end of the Client relationship in any case.

16.4. The Client expressly consents to the disclosure of the representation relationship within the meaning of § 47 paragraph 3 sub-section 5 RL-BA as amended to third parties for advertising purposes in accordance with the restrictions set out in Clause 6.5 and to the disclosure of the data collected. In particular, the Client consents to his/her (company) name, home/company address, telephone and fax number and e-mail address being included in HP's Client reference list and being passed on to third parties for HP's advertising purposes, for example by mentioning the Client in a lecture and/or seminar held by HP.

16.5. The invalidity of one or individual provisions of these General Conditions of Contract or of the contractual relationship governed by the General Conditions of Contract shall not affect the validity of the remaining agreement. The contracting parties undertake to replace the invalid provision(s) with a provision that comes as close as possible to the economic effect of the invalid provision(s).

16.6. These General Conditions of Contract shall not affect the rights and obligations of HP arising from the RAO, available at <http://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10001673> and the RL-BA, available at: ([https://www.oerak.at/fileadmin/user\\_upload/Gesetzestexte/RL-BA/rl-ba\\_2015\\_eng\\_01072021.pdf](https://www.oerak.at/fileadmin/user_upload/Gesetzestexte/RL-BA/rl-ba_2015_eng_01072021.pdf)) and the associated legal provisions. Information on the subject of data protection can be found in the DATA PRIVACY STATEMENT below.