

General Terms and Conditions for Consumers of RIHS Rechtsanwalt GmbH (Version for Corporates below)

1. Applicability

- 1.1. The Terms and Conditions of Contract shall apply to all activities carried out and all representation provided in courts and public authorities and out of court under the contractual relationship between the lawyer/law firm (hereinafter referred to as the "Lawyer") and the Client (hereinafter referred to as the "Client-Lawyer Relationship").
- 1.2. Unless otherwise agreed in writing, the General Terms and Conditions of Contract shall also apply to new Client-Lawyer Relationships.

2. Retainer agreement and power of attorney

- 2.1. The Lawyer is entitled and obliged to represent the Client to the extent necessary or useful for fulfilling the contractual relationship. If the legal situation changes after termination of the Client-Lawyer Relationship, the Lawyer shall be under no obligation to inform the Client about changes or consequences resulting therefrom.
- 2.2. Upon request, the Client shall sign a written power of attorney for the Lawyer. The power of attorney may cover either specific, exactly defined or all potential legal transactions or legal acts.

3. Principles of representation

- 3.1. The Lawyer shall provide the representation in accordance with the law and represent the Client's rights and interests vis-à-vis everyone with diligence, loyalty and conscientiousness.
- 3.2. As a matter of principle, the Lawyer is entitled to render his services at his own discretion and to take any and all steps, including but not limited to employing means of attack and defence in any way, unless this is in conflict with the Client's instruction, his conscience or the law.
- 3.3. If the Client gives the Lawyer an instruction compliance with which is incompatible with the principles of proper professional conduct of lawyers based on the law or other professional rules (e.g. the Austrian Guidelines on Practising as a Lawyer [RL-BA 2015] or the line of decisions of the Supreme Appellate and Disciplinary Commission for Lawyers and Trainee Lawyers [Oberste Berufungs- und Disziplinarkommission für Rechtsanwälte und Rechtsanwaltsanwärter/OBDK], now called the Appellate Panel and the Disciplinary Panels for Lawyers and Trainee Lawyers at the Austrian Supreme Court [der Berufungs- und die Disziplinarsenate für Rechtsanwälte und Rechtsanwaltsanwärter beim Obersten Gerichtshof]), the Lawyer shall refuse to follow the instruction. If, from the Lawyer's point of view, instructions are not expedient or even detrimental to the Client, the Lawyer shall inform the

latter of any potential negative consequences before acting on his behalf.

- 3.4. In the case of imminent danger the Lawyer is entitled to take or refrain from taking actions that are not expressly covered by or are even contrary to the instruction given if this seems to be urgently required in the Client's interest.

4. Client's duty to provide information and to cooperate

- 4.1. After he has retained the Lawyer, the Client shall immediately provide the Lawyer with all information and the facts that may be relevant in connection with the latter's work on behalf of the Client and make accessible all necessary documents and evidence. The Lawyer is entitled to assume that information, facts, documents, records and means of evidence are accurate, unless inaccuracy of the same is obvious.
- 4.2. The Lawyer shall seek to obtain complete and accurate information on the facts and circumstances by asking the Client specific questions and/or by other suitable means. As regards accuracy of supplementary information the second sentence of Clause 4.1 shall apply
- 4.3. As long as the Client-Lawyer Relationship validly exists the Client shall inform the Lawyer about all changed or newly occurring circumstances that could be of relevance in connection with the Lawyer's work on behalf of the Client immediately after they have become known to him.
- 4.4. If the Lawyer acts as draftsman of a contract, the Client shall provide the Lawyer with all information required for self-calculation of land acquisition tax, the registration fee and real estate income tax. If the Lawyer does the self-calculation on the basis of information provided by the Client, the Lawyer shall in any case be released from any liability vis-à-vis the Client. The Client, on the other hand, shall indemnify and hold harmless the Lawyer from and against pecuniary disadvantages in the case that information provided by the Client turns out to be wrong.

5. Obligation to maintain secrecy; Conflict of interests

- 5.1. The Lawyer shall keep secret all matters confided to him and any other information which becomes known to him in his professional capacity, secrecy of which is in his Client's interest.
- 5.2. The Lawyer is entitled to ask all staff to handle matters within the scope of applicable laws and guidelines, provided that the staff has been informed about the obligation to maintain secrecy in a manner that can be evidenced.

- 5.3. The Lawyer shall be released from his obligation to maintain secrecy only to the extent that this is necessary for pursuing the Lawyer's claims (including but not limited to the Lawyer's fee) or for defending himself against claims raised against him (including but not limited to claims for damages raised against the Lawyer by the Client or third parties).
- 5.4. The Client is aware of the fact that due to statutory orders the Lawyer may in some cases be obliged to provide information or to make reports to public authorities without having to obtain the Client's approval; particular reference is made to the statutory provisions on the prevention of money laundering and terrorist financing and to tax-law provisions (e.g. the Austrian Statute on Account Registers and Inspection of Accounts [Kontenregister- und Konteneinschagesetz/KontRegG], the Austrian Act on Common Reporting Standards [Gemeinsamer Meldestandard-Gesetz/GMSG], etc.).
- 5.5. The Client may release the Lawyer from his obligation to maintain secrecy at any time. No release from the obligation to maintain secrecy by his Client shall release the Lawyer from the obligation to check whether his statement is in line with the Client's interest. If the Lawyer acts as a mediator, he shall exercise his right to maintain secrecy despite having been released from the obligation to maintain secrecy.

6. Lawyer's reporting duty

- 6.1. The Lawyer shall orally or in writing reasonably inform the Client of the actions taken by him in connection with representation of the Client.

7. Delegation of powers

- 7.1. The Lawyer may have himself represented by a trainee lawyer employed by him or by any other lawyer or that lawyer's qualified trainee lawyer [Unterbevollmächtigung]. If the Lawyer is not available, he may delegate the job or specific actions to any other lawyer [Substitution].

8. Fee

- 8.1. Unless otherwise agreed, the Lawyer is entitled to a reasonable fee.
- 8.2. Even if a lump-sum fee or billing by the hour has been agreed, the Lawyer is at least entitled to the amount of reimbursement of the costs obtained from the opponent in excess of the agreed fee, provided that such amount can be recovered; otherwise he is entitled to the agreed lump-sum fee or hourly fee.
- 8.3. If the Lawyer is included in the carbon copy of an e-mail from the client or the client's sphere, the Lawyer is not obliged to read the e-mail without being instructed explicitly. However, if the Lawyer reads the e-mail, he is entitled to a fee according to an explicit agreement for comparable services or according to the "Rechtsanwaltstarifgesetz" (RATG – Lawyers' Fees

Act) or the "Allgemeine Honorar-Kriterien für Rechtsanwälte" (General Fee Criteria for Lawyers).

- 8.4. Value-added tax at the statutory rate, any necessary and reasonable expenses (e.g. travel expenses, costs of phone, fax or copies) and the out-of-pocket expenses paid by the Lawyer on behalf of the Client (e.g. court fees) shall be added to the fee payable to/agreed with the Lawyer.
- 8.5. The Client acknowledges that an estimate made by the Lawyer of the expected amount of fees which has not been explicitly defined as binding shall be non-binding and not be considered a binding quotation (as defined in Section 5 (2) of the Austrian Consumer Protection Act [Konsumentenschutzgesetz/KSchG], as the amount of work to be rendered by the Lawyer cannot be reliably assessed in advance due to its nature.
- 8.6. The Client shall not be charged the costs of billing and preparation of bills of fees. However, this shall not apply to the costs of a translation of statements of services into a language other than German that is requested by the Client. Unless otherwise agreed, the Client shall be charged for preparation of letters to the Client's auditor at the Client's request stating, for instance, the status of pending cases, a risk assessment for setting up provisions and/or the status of outstanding fees as at the closing of accounts date.
- 8.7. The Lawyer shall be entitled to submit bills of fees or ask for advances on fees at any time and in any case once every quarter.
- 8.8. If the Client is late in paying the total or a portion of the fee, he shall pay late payment interest at the statutory rate of 4% p.a. If the Client is responsible for such late payment, he shall compensate the Lawyer for any additional damage actually suffered. Any additional statutory claims (e.g. under Section 1333 of the Austrian Civil Code [Allgemeines Bürgerliches Gesetzbuch/ABGB]) shall remain unaffected.
- 8.9. Any and all costs of courts and public authorities and any expenses (e.g. for purchased third-party services) arising in connection with the Client-Lawyer Relationship may, at the Lawyer's discretion, be submitted to the Client for direct payment.
- 8.10. If the Lawyer is retained by several Clients in one case, they shall be jointly and severally liable for all resulting claims of the Lawyer to the extent that the Lawyer's services rendered under the Client-Lawyer Relationship cannot be divided and that they were not rendered clearly for one specific client only.

9. Lawyer's liability

- 9.1. In the case of damage caused by slight negligence, the Lawyer's liability for incorrect advice or representation shall be limited to the sum insured that is available for the specific case but shall at least be the sum insured stated in Section 21a of the Austrian Lawyers' Code [Rechtsanwaltsordnung/RAO] as amended. Currently, this is EUR 400,000 (in words: four hundred thousand euros); in the case of law firms organised in the form

of a limited liability company this is EUR 2,400,000 (in words: two million four hundred thousand euros).

- 9.2. The maximum amount applicable according to Clause 9.1. shall cover all claims vis-à-vis the Lawyer for incorrect advice and/or representation, including but not limited to claims for damages and price reduction. Such maximum amount shall not include claims of the Client for refund of fees paid to the Lawyer. Deductibles, if any, shall not reduce liability. The maximum amount applicable according to Clause 9.1 shall apply to one insured event. If there are two or more competing harmed persons (Clients), the maximum amount for every single harmed person shall be reduced pro rata the amount of the claims.
- 9.3. If a law firm is retained, the liability limits of Clauses 9.1. and 9.2. shall also apply to all lawyers who work for the law firm (as its shareholders or partners, managing directors, employed lawyers or in any other capacity).
- 9.4. The Lawyer shall be liable for third parties whom he instructed to render specific services under the Client-Lawyer Relationship with the Client's knowledge and who are neither employees nor shareholders or partners (in particular external experts) only in the case of negligence in selection.
- 9.5. The Lawyer shall be liable only vis-à-vis his Client and not vis-à-vis third parties. The Client shall expressly inform third parties who come into contact with the Lawyer's services because of the Client's actions of this fact. The Client shall expressly inform third parties who are affected by the Law Firm's services on behalf of the client or due to or in the context of the Client's interests of this limitation of liability.
- 9.6. The Lawyer shall be liable for knowledge of foreign law only in the case of a written agreement or if he offered to review foreign law. EU law shall never be deemed foreign law; however, the law of the Member States shall be deemed foreign law.

10. Client's legal expenses insurance

- 10.1. If the Client has taken out legal expenses insurance, he shall immediately notify the Lawyer thereof and present the required documents (if available). However, independent thereof the Lawyer shall, without being requested to do so, obtain information about whether and to what extent legal expenses insurance has been taken out and ask that his services be covered by the insurance.
- 10.2. When the Client informs the Lawyer that he has taken out legal expenses insurance and the Lawyer ensures that his services are covered by the insurance this shall not affect the Lawyer's entitlement to his fee vis-à-vis the Client and shall not be regarded as an agreement on the part of the Lawyer to settle for the fee paid under the legal expenses insurance.

- 10.3. The Lawyer is not obliged to directly claim the fees from the legal expenses insurer but may claim the total fees from the Client.

11. Termination of the Client-Lawyer Relationship

- 11.1. The Client-Lawyer Relationship may be terminated by the Lawyer or by the Client at any time without notice and without stating reasons. The Lawyer's fee entitlement shall not be affected thereby.
- 11.2. In the case of termination by the Client or by the Lawyer the latter shall continue to represent the Client for a period of fourteen (14) days insofar as this is necessary to protect the Client from legal disadvantages. This duty shall not apply if the Client rescinds the Client-Lawyer Relationship and expresses that he does not want the Lawyer to continue his activities.

12. Duty to surrender documents

- 12.1. After termination of the Client-Lawyer Relationship the Lawyer shall, upon the Client's request, return original documents to the Client. The Lawyer is entitled to retain copies of such documents.
- 12.2. If, after termination of the Client-Lawyer Relationship, the Client again asks for (copies of) documents which he already received in the course of the Client-Lawyer Relationship, the costs shall be borne by the Client.
- 12.3. The Lawyer shall retain files for a period of five (5) years from termination of the Client-Lawyer Relationship and, if necessary, provide the Client with copies during that period. As regards the costs Clause 12.2. shall apply. If the law provides for longer retention periods they shall be observed. The Client agrees to destruction of files (including original documents) after expiration of the retention period.

13. Choice of law and out-of-court dispute resolution

- 13.1. These General Terms and Conditions of Contract and the Client-Lawyer Relationship regulated by them shall be subject to Austrian law.
- 13.2. In the case of disputes between the Lawyer and the Client over the fee the Client shall be free to ask for a review of the fee by the Vienna Bar Association (competent state association); if the Lawyer agrees to a review by the Bar Association, the fee shall be reviewed for its reasonableness out of court and free of charge. In the case of disputes between Lawyers and Clients the Conciliation Board for Consumer Transactions shall act as an out-of-court conciliation board (www.verbraucherschlichtung.or.at). The Client acknowledges that the Lawyer is not obliged to call in that Board for dispute resolution or to submit to it and that the Lawyer will decide whether he will only agree to out-of-court conciliation proceedings or not if and when there is a dispute with the Client.

14. Final provisions

- 14.1. Unless otherwise agreed, the Lawyer may correspond with the Client in any way that seems appropriate to him, including via email, using the email address which the Client has advised to the Lawyer for communication purposes. If the Client sends email messages to the Lawyer from other email addresses, the Lawyer shall also be allowed to use those email addresses to communicate with the Client, unless the Client expressly objects thereto in advance. Unless otherwise provided, statements or declarations to be made in writing under these General Terms and Conditions of Contract may also be made via fax or email.
- 14.2. Unless the Client has given other written instructions, the Lawyer is entitled to communicate with the Client by email in an unencrypted form. The Client represents that he is aware of the risks involved (in particular access, secrecy, alteration of messages in the course of transmission) and of the possibility to use TrustNetz and, being aware of such risks, agrees to email correspondence in an unencrypted form.
- 14.3. The Client expressly agrees that the Lawyer will process, make available or transmit (as defined by the Austrian Data Protection Act [Datenschutzgesetz/DSG]) personal data concerning the Client and/or his business insofar as this is necessary or expedient for rendering the services requested from the Lawyer by the Client or as this is required by statutory or professional obligations of the Lawyer (e.g. using electronic legal communication [ERV], etc.).
- 14.4. A booking of a consultation through the firm's online booking tool includes express consent to and agreement with these General Terms and Conditions, which are displayed during the booking process.

Vienna, July 2024

General Terms and Conditions for Corporate Clients of Rihs Rechtsanwalt

1. Applicability

- 1.1. The Terms and Conditions of Contract shall apply to all activities carried out and all representation provided in courts and at public authorities and out of court under the contractual relationship between the law firm (hereinafter referred to as the "Law Firm") and the Client (hereinafter referred to as the "Client-Lawyer Relationship").
- 1.1. Unless otherwise agreed in writing, the General Terms and Conditions of Contract shall also apply to future Client-Lawyer Relationships between the law firm and the Client.

2. Retainer agreement and power of attorney

- 2.1. The Law Firm is entitled and obliged to represent the Client to the extent necessary or useful for fulfilling the contractual relationship. If the legal situation changes after termination of the Client-Lawyer Relationship, the Law Firm shall be under no obligation to inform the Client about changes or consequences resulting therefrom.
- 2.2. Upon request, the Client shall sign a written power of attorney for the Lawyer. The power of attorney may cover either specific, exactly defined or all potential legal transactions or legal acts.

3. Principles of representation

- 3.1. The Lawyer shall provide the representation in accordance with the law and represent the Client's rights and interests vis-à-vis everyone with diligence, loyalty and conscientiousness.
- 3.2. As a matter of principle, the Law Firm is entitled to render the services at its own discretion and to take any and all steps, including but not limited to employing means of attack and defence in any way, unless this is in conflict with the Client's instruction, his conscience or the law.
- 3.3. If the Client gives the Law Firm an instruction compliance with which is incompatible with the principles of proper professional conduct of lawyers based on the law or other professional rules (e.g. the Austrian Guidelines on Practising as a Lawyer [RL-BA 2015] or the line of decisions of the Appellate Panel and the Disciplinary Panels for Lawyers and Trainee Lawyers at the Austrian Supreme Court [der Berufungs- und die Disziplinarsenate für Rechtsanwälte und Rechtsanwaltsanwärter beim Obersten Gerichtshof] and of the former Supreme Appellate and Disciplinary Commission for Lawyers and Trainee Lawyers [Oberste Berufungs- und Disziplinarkommission für Rechtsanwälte und Rechtsanwaltsanwärter/OBDK]), the Lawyer shall refuse to follow the instruction. If, from the Lawyer's point of view, instructions are not expedient or even detrimental to the Client, the Law Firm shall inform the latter of any potential

negative consequences before acting on his behalf.

- 3.4. In the case of imminent danger, the Law Firm is entitled to take or refrain from taking actions that are not expressly covered by or are even contrary to the instruction given if this seems to be urgently required in the Client's interest.

4. Client's duty to provide information and to cooperate

- 4.1. After he has retained the Law Firm, the Client shall immediately provide the Lawyer with all information and the facts that may be relevant in connection with the latter's work on behalf of the Client and make accessible all necessary documents and evidence. The Law Firm is entitled to assume that information, facts, documents, records and means of evidence are accurate, unless inaccuracy of the same is obvious.
- 4.2. The Law Firm shall seek to obtain complete and accurate information on the facts and circumstances by asking the Client specific questions and/or by other suitable means. As regards accuracy of supplementary information the second sentence of Clause 4.1 shall apply
- 4.3. As long as the Client-Lawyer Relationship validly exists the Client shall inform the Law Firm about all changed or newly occurring circumstances that could be of relevance in connection with the Lawyer's work on behalf of the Client immediately after they have become known to him.
- 4.4. If the Law Firm acts as draftsman of a contract, the Client shall provide the Law Firm with all information required for self-calculation of land acquisition tax, the registration fee and real estate income tax. If the Law Firm does the self-calculation on the basis of information provided by the Client, the Law Firm shall in any case be released from any liability vis-à-vis the Client. The Client, on the other hand, shall indemnify and hold harmless the Law Firm from and against pecuniary disadvantages in the case that information provided by the Client turns out to be wrong.

5. Obligation to maintain secrecy; Conflict of interests

- 5.1. The Law Firm shall keep secret all matters confided to him and any other information which becomes known to him in his professional capacity, secrecy of which is in his Client's interest.
- 5.2. The Law Firm is entitled to ask all staff to handle matters within the scope of applicable laws and guidelines, provided that the staff has been informed about the obligation to maintain secrecy in a manner that can be evidenced.

- 5.3. The Law Firm shall be released from his obligation to maintain secrecy only to the extent that this is necessary for pursuing the Law Firm's claims (including but not limited to the Law Firm's fee) or for defending himself against claims raised against him (including but not limited to claims for damages raised against the Law Firm by the Client or third parties).

- 5.4. The Client is aware of the fact that due to statutory orders the Law Firm may in some cases be obliged to provide information or to make reports to public authorities without having to obtain the Client's approval; particular reference is made to the statutory provisions on the prevention of money laundering and terrorist financing and to tax-law provisions (e.g. the Austrian Statute on Account Registers and Inspection of Accounts [Kontenregister- und Konteneinschagesetz/KontRegG], the Austrian Act on Common Reporting Standards [Gemeinsamer Meldestandard-Gesetz/GMSG], etc.).

- 5.5. The Client may release the Law Firm from its obligation to maintain secrecy at any time. No release from the obligation to maintain secrecy by his Client shall release the Law Firm from the obligation to check whether its statement is in line with the Client's interest. If the Law Firm acts as a mediator, it shall exercise its right to maintain secrecy despite having been released from the obligation to maintain secrecy.
- 5.6. The Law Firm shall examine whether its work for the Client would result in a conflict of interest as defined by the provisions of the Austrian Lawyers' Code [Rechtsanwaltsordnung/RAO].

6. Lawyer's reporting duty

- 6.1. The Law Firm shall orally or in writing reasonably inform the Client of the actions taken by the Firm in connection with representation of the Client.

7. Delegation of powers

- 7.1. The Law Firm may have itself represented by a trainee lawyer employed by him or by any other lawyer or that lawyer's qualified trainee lawyer [Unterbevollmächtigung]. If the Lawyer is not available, he may delegate the job or specific actions to any other lawyer [Substitution].

8. Fee

- 8.1. Unless otherwise agreed, the Law Firm is entitled to a reasonable fee.
- 8.2. Even if a lump-sum fee or billing by the hour has been agreed, the Law Firm is at least entitled to the amount of reimbursement of the costs obtained from the opponent in excess of the agreed fee, provided that such amount can be

recovered; otherwise he is entitled to the agreed lump-sum fee or hourly fee.

- 8.3. If the Law Firm is included in the carbon copy of an e-mail from the client or the client's sphere, the Law Firm is not obliged to read the e-mail without being instructed explicitly. However, if a lawyer of the Law Firm reads the e-mail, the Law Firm is entitled to a fee according to an explicit agreement for comparable services or according to the "Rechtsanwaltstarifgesetz" (RATG – Lawyers' Fees Act) or the "Allgemeine Honorar-Kriterien für Rechtsanwälte" (General Fee Criteria for Lawyers).
- 8.4. Value-added tax at the statutory rate, any necessary and reasonable expenses (e.g. travel expenses, costs of phone, fax or copies) and the out-of-pocket expenses paid by the Law Firm on behalf of the Client (e.g. court fees) shall be added to the fee payable to/agreed with the Law Firm.
- 8.5. The Client acknowledges that an estimate made by the Law firm of the expected amount of fees which has not been explicitly defined as binding shall be non-binding and not be considered a binding quotation (as defined in Section 5 (2) of the Austrian Consumer Protection Act [Konsumentenschutzgesetz/KSchG], as the amount of work to be rendered by the Law Firm cannot be reliably assessed in advance due to its nature.
- 8.6. The Client shall not be charged the costs of billing and preparation of bills of fees. However, this shall not apply to the costs of a translation of statements of services into a language other than German that is requested by the Client. Unless otherwise agreed, the Client shall be charged for preparation of letters to the Client's auditor at the Client's request stating, for instance, the status of pending cases, a risk assessment for setting up provisions and/or the status of outstanding fees as at the closing of accounts date.
- 8.7. The Law Firm shall be entitled to submit bills of fees or ask for advances on fees at any time and in any case once every quarter.
- 8.8. A properly itemised bill of fees sent to the Client shall be deemed approved unless the Client objects thereto in writing within one (1) month of receipt (receipt by the Law Firm shall be decisive).
- 8.9. If the Client is late in paying the total or a portion of the fee, he shall in any case pay late payment interest at the statutory rate of 4%. If the Client is responsible for such late payment, the statutory interest rate shall amount to 9.2 percentage points above the relevant base interest rate and he shall also compensate the Lawyer for any additional damage actually suffered. Any additional statutory claims (e. g. under Section

1333 of the Austrian Civil Code [Allgemeines Bürgerliches Gesetzbuch/ABGB]) shall remain unaffected.

- 8.10. Any and all costs of courts and public authorities and any expenses (e. g. for purchased third-party services) arising in connection with the Client-Lawyer Relationship may, at the Law Firm's discretion, be submitted to the Client for direct payment.
- 8.11. If the Law Firm is retained by several Clients in one case, they shall be jointly and severally liable for all resulting claims of the Law Firm.
- 8.12. Any claims of the Client vis-à-vis the opponent for reimbursement of costs shall hereby be assigned to the Law Firm in the amount of the Law Firm's fee entitlement from the time at which they arise. The Lawyer is entitled to notify the opponent of the assignment at any time

9. Lawyer's liability

- 9.1. The Law Firm's liability for incorrect advice or representation shall be limited to the sum insured that is available for the specific case but shall at least be the sum insured stated in Section 21a RAO as amended. Currently, this is EUR 400,000 (in words: four hundred thousand euros); in the case of law firms organised in the form of a limited liability company this is EUR 2,400,000 (in words: two million four hundred thousand euros).
- 9.2. The maximum amount applicable according to Clause 9.1. shall cover all claims vis-à-vis the Law Firm for incorrect advice and/or representation, including but not limited to claims for damages and price reduction. Such maximum amount shall not include claims of the Client for refund of fees paid to the Law Firm. Deductibles, if any, shall not reduce liability. The maximum amount applicable according to Clause 9.1 shall apply to one insured event. If there are two or more competing harmed persons (Clients), the maximum amount for every single harmed person shall be reduced pro rata the amount of the claims.
- 9.3. If a law firm is retained, the liability limits of Clauses 9.1. and 9.2. shall also apply to all lawyers who work for the law firm (as its shareholders or partners, managing directors, employed lawyers or in any other capacity).
- 9.4. The Law Firm shall be liable for third parties whom it instructed to render specific services under the Client-Lawyer Relationship with the Client's knowledge and who are neither employees nor shareholders or partners (in particular external experts) only in the case of negligence in selection.
- 9.5. The Law Firm shall be liable only vis-à-vis his Client and not vis-à-vis third parties. The Client shall expressly inform third parties who are

affected by the Law Firm's services on behalf of the client or due to or in the context of the Client's interests of this limitation of liability.

- 9.6. The Law Firm shall be liable for knowledge of foreign law only in the case of a written agreement or if he offered to review foreign law. EU law shall never be deemed foreign law; however, the law of the Member States shall be deemed foreign law.

10. Statutory limitation/Preclusion

- 10.1. Unless a shorter limitation period or preclusive period applies, any and all claims vis-à-vis the Law Firm shall become forfeited unless the Client asserts them in court within six (6) months of the time at which the Client obtains knowledge of the damage and of the person who caused the damage or of any other event that led to the claim and in any case not later than five (5) years after the conduct (violation) that caused the damage (led to the claim) occurred.

11. Client's legal expenses insurance

- 11.1. If the Client has taken out legal expenses insurance, he shall immediately notify the Law Firm thereof and present the required documents (if available). However, independent thereof the Law Firm shall, without being requested to do so, obtain information about whether and to what extent legal expenses insurance has been taken out and ask that his services be covered by the insurance.
- 11.2. Where the Client informs the Law Firm that he has taken out legal expenses insurance and the Lawyer ensures that his services are covered by the insurance this shall not affect the Law Firm's entitlement to his fee vis-à-vis the Client and shall not be regarded as an agreement on the part of the Law Firm to settle for the fee paid under the legal expenses insurance.
- 11.3. The Law Firm is not obliged to directly claim the fees from the legal expenses insurer but may claim the total fees from the Client.

12. Termination of the Client-Lawyer-Relationship

- 12.1. The Client-Lawyer Relationship may be terminated by the Law firm or by the Client at any time without notice and without stating reasons. The Law Firm's fee entitlement shall not be affected thereby.
- 12.2. In the case of termination by the Client or by the Law Firm the latter shall continue to represent the Client for a period of fourteen (14) days insofar as this is necessary to protect the Client from legal disadvantages. This duty shall not apply if the Client rescinds the Client-Lawyer Relationship and expresses that he does not want the Law Firm to continue his activities.

13. Duty to surrender documents

- 13.1. After termination of the Client-Lawyer Relationship the Law Firm shall, upon the Client's request, return original documents to the Client. The Law Firm is entitled to retain copies of such documents.
- 13.2. If, after termination of the Client-Lawyer Relationship, the Client again asks for (copies of) documents which he already received in the course of the Client-Lawyer Relationship, the costs shall be borne by the Client.
- 13.3. The Law Firm shall retain files for a period of five (5) years from termination of the Client-Lawyer Relationship and, if necessary, provide the Client with copies during that period. As regards the costs Clause 13.2. shall apply. If the law provides for longer retention periods they shall be observed. The Client agrees to destruction of files (including original documents) after expiration of the retention period.

14. Choice of law and jurisdiction

- 14.1. These General Terms and Conditions of Contract and the Client-Lawyer Relationship regulated by them shall be subject to substantive Austrian law.
- 14.2. The parties agree on exclusive jurisdiction of the court having jurisdiction over the subject matter at the Law Firm's registered office for legal disputes arising out of or in connection with the contractual relationship that is regulated by the General Terms and Conditions of Contract, including disputes over validity of the same, unless mandatory law provides otherwise. However, the Law Firm is entitled to file claims against the Client also before any other court in Austria or abroad in the circuit of which the Client has his registered office, domicile, a branch or assets.

15. Final provisions

- 15.1. Modifications of or amendments to these General Terms and Conditions of Contract shall be made in writing in order to be valid.
- 15.2. Statements or declarations of the Law Firm vis-à-vis the Client shall in any case be deemed received if they are sent to the address advised by the Client at the time he enters into the Client-Lawyer Relationship or to the changed address advised in writing thereafter. Unless otherwise agreed, the Law Firm may, however, correspond with the Client in any way that seems appropriate to him, including via email, using the email address which the Client has advised to the Law Firm for communication purposes. If the Client sends email messages to the Law Firm from other email addresses, the Law Firm shall also be allowed to use those email addresses to communicate with the Client. Unless otherwise

provided, statements or declarations to be made in writing under these General Terms and Conditions of Contract may also be made via fax or email.

15.3. Unless the Client has given other written instructions, the Law Firm is entitled to communicate with the Client by email in an unencrypted form. The Client represents that he is aware of the risks involved (in particular access, secrecy, alteration of messages in the course of transmission) and of the possibility to use TrustNetz and, being aware of such risks, agrees to email correspondence in an unencrypted form.

15.4. The Client expressly agrees that the Law Firm will process, make available or transmit (as defined by the Austrian Data Protection Act [Datenschutzgesetz/DSG]) personal data

concerning the Client and/or his business insofar as this is necessary or expedient for rendering the services requested from the Lawyer by the Client or as this is required by statutory or professional obligations of the Law Firm (e.g. using electronic legal communication [ERV], etc.).

15.5. Ineffectiveness of any provision(s) of these General Terms and Conditions of Contract or of the contractual relationship regulated hereby shall not affect the validity of the remaining agreement. The parties undertake to replace the ineffective provision(s) by a regulation that comes as close as possible to the business result of the ineffective provision.

15.6. By booking a consultation through the firm's online booking tool, the Client expressly consents to and agrees with these terms and conditions.

Vienna, July 2024