

# ENGAGEMENT LETTER

These Terms and Conditions of Engagement apply to all activities and judicial/official and extrajudicial acts of representation undertaken in the course of a contractual relationship existing between CHG Czernich Haidlen Gast & Partner Rechtsanwälte GmbH, company register no. FN 501033p (hereinafter referred to as "CHG") and the Client (hereinafter also referred to as "Client"). Unless otherwise agreed in writing, the Terms and Conditions of Engagement shall also apply to new further mandates.

## 1. Engagement and Power of Attorney

- 1.1. CHG is entitled and obliged to represent the Client to the extent that this is necessary and expedient for the fulfilment of the mandate. If the legal situation changes after the end of the mandate, CHG is not obliged to inform the Client of the changes or the resulting consequences.
- 1.2. The Client must sign a written power of attorney for CHG upon request. This power of attorney may be directed at the performance of individual, precisely defined or all possible legal transactions or legal acts.

## 2. Principles of Representation

- 2.1. CHG shall perform the representation entrusted to them in conformity with statutory provisions and represent the rights and interests of the Client vis-à-vis all persons, applying diligence, loyalty and conscientiousness..
- 2.2. As a matter of principle, CHG shall have the right to provide the performance at his/her own discretion and to take all steps, especially to use all means of prosecuting and defending a case, as long as they do not conflict with the mandate of the client, his conscience or the law.
- 2.3. If the Client issues an instruction to CHG, compliance of which is incompatible with the principles for the proper exercise of the profession of the lawyer, based on statutory provisions or other statutory regulations regarding codes of conduct (e.g. the "Richtlinien für die Berufsausübung der Rechtsanwälte", i.e. the "Guidelines for the Exercise of the Profession of Lawyers", or the common practice regarding awards of the Supreme Commission for Appeals and Disciplinary Measures for Lawyers or Trainee Lawyers), CHG shall reject the instruction.
- 2.4. In the event of imminent danger, CHG shall have the right to take or to refrain from an act, although this may not expressly be covered by the mandate if this appears to be urgently required in the interest of the Client.

## 3. Client's Obligations to provide Information and to Cooperate

- 3.1. After the Client has entered into a mandate, the Client shall be obliged to provide CHG with all information and facts, without delay, which may be of significance for complying with the mandate, as well as to make accessible all required documents and means of evidence.

CHG shall have the right to assume that the information, facts, documents, papers and means of evidence are correct, unless their incorrectness is obvious.

- 3.2. During the term of the mandate, the Client shall be obliged to communicate to CHG all changed or newly arising circumstances that might be of significance in connection with the performance of the mandate, immediately after they have come to the Client's attention.
- 3.3. If CHG acts as contract draftsman, the Client shall be obliged to provide CHG with all information and documents required for the self-calculation of the real estate transfer tax, registration fee and real estate income tax. If CHG carries out the self-calculations on the basis of the information and documents provided by the Client, CHG shall be released from any liability towards the Client. However, the Client is obliged to indemnify and hold CHG harmless in the event of financial disadvantages if the information provided by the Client proves to be incorrect.

## 4. Obligation of Confidentiality, Conflict of Interests

- 4.1. CHG is bound by professional secrecy in all matters which have been confided to him and all facts which have otherwise become known to him in his capacity as a lawyer, whose confidentiality is in the interest of his Client.
- 4.2. Within the terms of applicable laws and guidelines, CHG shall have the right to assign to all staff members the processing of matters.
- 4.3. CHG shall be released from the obligation of confidentiality only to the extent that is necessary in order to prosecute CHG's claims (especially claims for the lawyer's fee) or to defend claims against CHG (especially claims for damages by the Client or third parties against CHG).
- 4.4. The Client is aware that CHG is obliged by law in some cases to provide information or reports to authorities without having to obtain the Client's consent; in particular, reference is made to the provisions on money laundering and terrorist financing as well as to provisions of tax law (e.g. Account Register and Account Inspection Act, GMSG etc.).
- 4.5. The Client may release the lawyer from the obligation of confidentiality at any time. This release from the obligation of confidentiality by the Client does not release CHG from the obligation of verifying whether CHG's statement is in the best interest of the Client. If CHG acts as a mediator, CHG must exercise its right to confidentiality despite being released from its duty of confidentiality.
- 4.6. CHG shall examine whether performance of the mandate creates the risk of conflict of interests under the terms of the Regulations Regarding Lawyer's Practices ("Rechtsanwaltsordnung").

## 5. Obligation to Inform the Client

- 5.1. CHG shall bring all actions taken in connection with the mandate to the attention of the Client, in oral or written form, as well as in sufficient detail.

## 6. Sub-Authorization and Substitution

- 6.1. CHG may ask a trainee lawyer in lawyer's services or another lawyer, or that lawyer's authorized trainee lawyer, to represent the lawyer (sub-authorization). In case of being prevented, CHG may pass on the mandate or individual sub-activities to another lawyer (substitution).

## 7. Fees

- 7.1. In the absence of other agreements, CHG shall be entitled to receive an adequate fee.
- 7.2. Even if a lump-sum or time-based fee is agreed, CHG shall be entitled to at least the amount of reimbursement of costs claimed by the opposing party in excess of this fee, insofar as this can be recovered, otherwise the agreed lump-sum or time-based fee.
- 7.3. The value-added tax at the statutory rate shall be added to the fee due to/agreed with CHG, as well as all required and appropriate expenses (e.g. for travelling/commuting, telephone, telefax, copying), and the cash expenses incurred on behalf of the Client (e.g. court fees).
- 7.4. All expenses paid to courts or authorities (cash expenses) in the fulfilment of the mandate (e.g. or sub-contracted performances by third parties) may — at CHG's discretion — be forwarded to the Client for direct payment.
- 7.5. The Client takes note of the fact that estimates, made by the lawyer and not expressly referred to as binding, regarding the anticipated amount of the fee are without engagement and cannot be regarded as a binding cost estimate (as defined by sec. 5 par. 2 of the Austrian Consumer Protection Act, KSchG), since it is in the nature of CHG's performance that its scope cannot be reliably assessed in advance.
- 7.6. Insofar as a time-based fee has been agreed for ongoing legal advice, the value is guaranteed. The consumer price index 2020 published by the Austrian Federal Statistical Office or an index replacing it shall serve as the basis for calculation. The reference value is the index figure published for January of the respective year, whereby the value is secured for the first time at the end of the first full calendar year of the assignment. If CHG does not assert the adjustment over a longer period of time, this shall not constitute a conclusive waiver of the assertion of the value guarantee.
- 7.7. The effort required for calculating the fee and preparing the invoice shall not be debited to the Client. However, this shall not apply to the effort required for translating, upon Client's request, into another language than German the list of services provided. Unless there are other agreements, the invoiced amount shall include the service of drawing up letters upon the Client's request to the Client's chartered accountant which relate, for example, to the status of pending cases, or

give an assessment of the risks for the purpose of setting aside provisions and/or reporting on the state of outstanding fees at a certain reporting date.

- 7.8. CHG shall have the right to send invoices at any random point in time, in any event, however, every quarter, as well as to ask for advances on the fee.
- 7.9. An invoice forwarded to Client and properly broken down into its various items shall be deemed to have been approved, if and to the extent that the Client does not expressly oppose it in writing within one month of its receipt (the date of receipt by the Client is decisive).
- 7.10. In the event that the Client is delayed in paying all or a part of the fee, the Client shall pay interest an arrears to CHG in the statutory amount, as a minimum, however, 4% above the respectively applicable basic interest rate. If the Client is responsible for the delay in payment, the statutory interest rate shall be 9.2 percentage points above the respective base interest rate, and the Client shall also compensate CHG for any additional damage actually incurred. The foregoing shall not affect any further statutory claims (e.g. pursuant to sec. 1333 of the Austrian General Civil Law Code, ABGB).
- 7.11. In the event that several Clients enter into a mandate with CHG regarding a legal matter, all Clients are collectively liable for any claims arising to CHG in this connection.
- 7.12. Claims for cost refunds by the Client against the opposite party are herewith assigned to CHG in the amount of CHG's fee claim as soon as they arise. CHG shall have the right to inform the opposing party of this assignment at any time:

## 8. The Lawyer's Liability

- 8.1. CHG's liability for faulty advice or representation is limited to the insured sum available in every specific case, but amounts at least to the insured sum indicated in sec. 21 a of the Regulations Regarding Lawyer's Practices (RAO) on its respectively valid version. At present, the amount is EUR 2,400,000.00 (in words: two million four-hundred thousand euros)
- 8.2. The maximum amount applicable comprises all claims existing against CHG for faulty advice and/or representation, such as, in particular, claims for damages and price reduction. This maximum amount does not comprise the Clients claims to receive back the fee paid to CHG. Possible deductibles do not reduce the liability. The maximum amount relates to a single insured incident. In the presence of several competing damaged parties (Clients), the maximum amount of each damaged party shall be reduced in proportion to the amounts claimed.
- 8.3. These restrictions on liability also apply to the benefit of all lawyers acting on behalf of the law firm (in their capacity as partners, managing directors, employed lawyers or in another function).

- 8.4. CHG shall be liable for individual sub-contracted services, provided by third parties with the consent of the Client in the framework of CHG's performance (especially external experts), who are neither staff members nor partners, only in case of fault in selecting the third party.
- 8.5. CHG shall only be liable to the Client but not to third parties. The Client shall be obliged to expressly bring this circumstance to the attention of third parties who come into contact with CHG's performance on account of the Client's efforts.
- 8.6. CHG shall be liable for any knowledge of foreign law only in the event of a written agreement, or if CHG offers to examine foreign law. EU law shall never be deemed to be foreign law, whereas this applies to the law of Member States.

## 9. Lapse/Preclusive Period

- 9.1. Unless the law stipulates a shorter term of lapse or preclusion (e.g. vis-à-vis consumers within the meaning of sec. 1 KSchG: 3 years from knowledge of damage and damaging party) all claims against CHG shall lapse, unless the Client has claimed them in court within six months as of the date at which the Client becomes aware of the damage and the damaging party, or of the incident that otherwise gives rise to a claim, but at the latest after the expiry of five years as of the conduct (infringement) causing the damage (giving rise to a claim).

## 10. Client's Legal Expenses Insurance

- 10.1. In the event that the Client has taken out legal expenses insurance, he/she shall inform CHG thereof without delay and present the required papers (if available).
- 10.2. The disclosure of legal expenses insurance by the Client and obtaining coverage under the legal expenses insurance by CHG shall not affect the fee claim of CHG against the Client and is not to be regarded as CHG's agreement to limit the fee to the amount paid by the legal expenses insurance.
- 10.3. CHG shall not be obliged to claim his/her fee directly from the legal expenses insurance, but may request payment of the full remuneration from the Client.

## 11. Termination of the Mandate

- 11.1. CHG or the Client may end the mandate at any time without observing a deadline and without giving any reasons. CHG's fee claim shall remain unaffected by the foregoing.
- 11.2. In the event of a termination of the mandate CHG shall continue to represent the Client for another 14 days to the extent necessary to protect the client from legal disadvantages. This obligation does not apply in the event that the Client revokes the mandate and states that he/she does not wish to obtain any further service by CHG.
- 11.3. It is stipulated that the mandate, if not cancelled by the Client or CHG, is generally granted for an indefinite period of time.

## 12. Obligation to Surrender

- 12.1. CHG shall return the originals of documents after the mandate relationship has ended upon the Client's request. CHG shall have the right to keep copies of these documents.
- 12.2. Whenever the Client asks for further documents (copies of documents) after the end of the mandate, which the Client already received during the term of the mandate, the Client shall bear the costs incurred in this connection.
- 12.3. CHG shall be obliged to keep the files for a period of five years as of the end of the mandate and to provide the Client with copies, if so needed, during that time. Whenever there are longer statutory periods pertaining to the obligation to keep documents, these shall be observed. The Client shall agree to the destruction of the files (also of original documents) after the expiry of the storage period.

## 13. Choice of Law and Jurisdiction

- 13.1. The Terms and Conditions of Engagement and the Client relationship governed by them are subject to Austrian substantive law.
- 13.2. For legal disputes arising from or in connection with the contractual relationship governed by the Terms and Conditions of Engagement, including disputes about its validity, the exclusive jurisdiction of the court with subject-matter jurisdiction at the registered office of CHG is agreed, provided this does not conflict with mandatory law. However, CHG shall also have the right to file claims against the Client at any other court in Austria or abroad, which has competency over the place at which the Client has his/her seat, domicile, place of business, or property

## 14. Final Provisions

- 14.1. Amendments or additions to these Terms and Conditions of Engagement must be made in writing in order to be valid; this also applies to any deviation from this formal requirement.
- 14.2. Communications by CHG to the Client shall, in any event, be deemed to have been received if they are sent to the address communicated by the Client when retaining CHG, or to another address communicated subsequently in writing. However, unless otherwise agreed, CHG may correspond with the Client in any way it deems appropriate, in particular by email using the email address that the Client provides to CHG for the purpose of communication. If the Client sends emails to CHG from other email addresses, CHG may also communicate with the Client via this email address. Any communication that needs to be in written form pursuant to the present Terms and Conditions of Engagement may also be forwarded by means of telefax or e-mail, unless provided otherwise. Unless the Client issues another written instruction, the lawyer shall have the right to engage in e-mail communication with the Client in unencoded form. The Client shall state that he/she is aware of the attaching risks (especially access, confidentiality,

alterations in communications in the course of forwarding) and accepts — in full awareness of these risks — that e-mail communication is conducted in unencoded form. For this purpose, the Client must provide the email address via which he wishes to communicate with CHG.

14.3. The Client shall expressly agree that CHG processes, provides or communicates person-related data regarding the Client and/or Client's enterprise (as defined in the Data Protection Act) to such an extent as this appears to be necessary and expedient or results from statutory obligations or duties under the provisions on the exercise of the profession of legal counselling (e.g. to take part in the electronic legal data exchange, etc.), in order to comply with the tasks for which the Client has retained CHG.

14.4. Whenever one or several conditions of the present Terms and Conditions of Engagement or of the contractual relationship governed by the present Terms and Conditions of Engagement becomes invalid, this shall not affect the validity of the remaining provisions. The contracting parties agree to replace the ineffective provision(s) by another provision that comes closest to the intended economic result.

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