

GENERAL TERMS OF ENGAGEMENT AND FEE CONDITIONS

of MM Metzler & Musel Rechtsanwälte GmbH (FN 442022h)

(hereinafter referred to as “law firm”)

1. General bases for engagement:

General bases for any contractual relationship with a client are the relevant legal regulations, notably the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch – ABGB), the Austrian Lawyers’ Act (Rechtsanwaltsordnung – RAO), the Guidelines for practising the legal profession (German acronym: RL-BA 2015), as published on the website of the Austrian bar association www.rechtsanwälte.at, as well as the general criteria for lawyers’ fees (AHK 2005), as published on the website of the Austrian bar association www.rechtsanwälte.at, in their respective current version.

Requests and letters sent by a prospective client only constitute a contractual basis and, as a consequence, lead to the law firm’s responsibility if the firm expressly accepts the mandate.

The law firm is not obligated to accept the mandate to represent a party and can reject the request without giving any reason (Section 10 of the Austrian Lawyers' Act – RAO).

The law firm may terminate the client-lawyer-relationship at any time without giving reason, however, it is obligated to continue the representation during 14 days in order to prevent the client from any legal disadvantage (Section 11 [2] of the Austrian Lawyers' Act – RAO). On the other hand, the client may also terminate the client-lawyer-relationship at any time. Also in this case the law firm is obligated to continue the representation during 14 days in order to prevent the client from any legal disadvantage. This obligation to continue the representation does not exist in case the client-lawyer-relationship was terminated by the client and the client expressly rejects further action by the law firm.

The client-lawyer-relationship is exclusively concluded between the client and the law firm.

There is no client-lawyer-relationship between the client and individual lawyers of the law firm.

In performance of their mandate, the law firm may be represented during an entire case or on single occasions by one of their managing lawyers or, if legally admissible, by an associate lawyer.

The law firm also has the right to appoint another lawyer or law firm as its representative.

The client is obligated to give the law firm, without undue delay and in full, any and all information that might be necessary in order to carry out the mandate as well as any and all documentation and evidence.

The law firm can only be held liable for knowledge of foreign law if this is expressly agreed upon or if the service offered consists of a review of foreign law. European Union law is not deemed foreign law.

2. Fee:

In the absence of a specific agreement, the Austrian Statute on Lawyers' Tariffs and the General Criteria for Lawyers' Fees (AHK) apply to the law firm's fees.

The client herewith acknowledges that any estimate with regard to the anticipated fee sum made by the law firm that is not explicitly labelled as binding shall be deemed a non-binding quote, as the quality and scope of the services to be rendered cannot be precisely evaluated beforehand.

The law firm shall, at its own discretion, have the right to send invoices at any point in time, in any event, however, every month, as well as to ask for advances on the fee.

If an hourly rate was agreed upon, the law firm shall have the right to also charge travel time on the basis of this hourly rate. Time recording is made and fee is calculated in quarter-hourly intervals.

The hourly rate for lawyers currently amounts to € 350.00 (excl. VAT) and for associate lawyers € 250.00 (excl. VAT). In the absence of a specific agreement, the hourly rates are adjusted to the consumer price index 2010. Cash expenditures are not included in the hourly rates or cost estimates.

The rates are net rates and do not include cash expenditures, travel and accommodation costs, any other costs and taxes (especially value added tax – VAT). These will be added to the fee.

Any possible claim for cost refund against the opposing party may only cover part of the agreed lawyer's fee. In case the court decision on legal costs differs from the law firm's agreed fee, the client is obligated to pay the difference in full.

In case of the law firm's engagement by several clients together, the clients shall jointly bear liability for paying the arising costs for the law firm.

3. Legal expenses insurance:

The client shall immediately inform the law firm of an existing legal expenses insurance and shall provide all necessary information in this regard. If the client omits to inform the law firm in a timely manner, he/she shall bear all costs incurred.

In case the legal expenses insurance does not bear the full amount of the lawyer's fee, the client shall pay the difference.

4. Storage period:

The law firm is obligated to store files for the duration of the legal storage period beginning with the end of the client-lawyer-relationship and to hand-out copies to the client during that period upon his/her request. The client consents that the files (including original deeds) be destroyed after said storage period.

5. The law firm's liability:

The law firm's liability for any and all actions and omissions in connection with carrying out the mandate, notably related to the representation of the client, drawing-up contracts, submitting expert opinions or giving advice or rendering any other service, is limited to the maximum amount of € 2,400,000.00 of the law firm's liability insurance. Liability exceeding this amount is expressly excluded.

If the client is a consumer, this limitation of liability only applies in case of minor negligence and does not apply at all in case of physical injury.

In case of two or more competing damaged parties (clients), the maximum amount of each damaged party shall be reduced in proportion to the amounts claimed.

This limitation of liability equally applies to all persons who render services on behalf of the law firm (shareholders, managing directors, employed lawyers, substitute lawyers).

Any liability for damages of individual lawyers assigned with the representation of the client, regardless of their relationship with the law firm or legal form, is expressly excluded.

6. Data protection:

The client consents that the law firm processes, transfers and transmits personal data in so far as necessary for carrying out the mandate or required by legal or professional obligations applying to the law firm. The client may withdraw his/her consent at any time.

7. Declarations:

Any declarations sent by the law firm to the client's address disclosed at the point in time of conclusion of the client-lawyer-relationship or to any other address disclosed in writing to the law firm after conclusion of the client-lawyer-relationship are deemed received. Any notifications sent via email have the same legal effect. If not otherwise provided in writing by the client, the law firm shall have the right to engage in email communication with the client in unencrypted form. The client declares to be aware of the related risks (notably access, secrecy, modification of the message during the sending process) and consents to email communication in unencrypted form despite such risks.

8. Governing law and place of jurisdiction:

The contractual relationship is subject to material Austrian law.

For all disputes, the contractual parties agree on the exclusive jurisdiction of the competent court in Linz (Austria).

Vis-à-vis consumers, the rule concerning the place of jurisdiction as stipulated in Section 14 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG) shall apply.