

General Terms and Conditions of Business

1. Scope of application

1.1. These General Terms and Conditions of Business shall apply to all activities, acts of representation before courts and authorities and acts of extra-judicial representation performed in the course of the contractual relationship (hereinafter referred to as the "Mandate") between the attorney/law firm (hereinafter referred to, for the sake of simplification, as the "Attorney") and the Client.

1.2. Unless otherwise agreed in writing, these GTC shall also apply to new Mandates.

2. Mandate and Power of Attorney

2.1. The Attorney shall be entitled and obliged to represent the Client to the extent that may be necessary and expedient to safeguard the Client's legal rights and interests. In cases where the legal situation changes after the expiry of the Mandate, the Attorney shall be under no obligation to notify the Client of such changes or to warn him of their consequences.

2.2. The Attorney may request the Client to sign a written power of attorney. The Attorney may be authorised thereby to carry out specific individual legal services or transactions, or granted powers to perform all legal services or transactions that may be required in a particular case.

3. Principles of representation

3.1. The Attorney shall represent the Client in accordance with applicable law, and shall diligently, faithfully and conscientiously defend and enforce the Client's rights and interests vis-à-vis all third parties.

3.2. Generally speaking, the Attorney shall be entitled to provide his services at his own discretion and to take all measures he may consider necessary or useful, including, but not limited to, any means of prosecuting or defending the Client's case, provided their use is not contrary to the Client's instructions, his own conscience or the applicable laws.

3.3. In cases where the Attorney's compliance with instructions issued by the Client would be incompatible with the principles of professional practice as established by law or by any applicable codes of conduct (such as the

Best Practice Guidelines for the Legal Profession (Richtlinien für die Berufsausübung der Rechtsanwälte" [RL-BA]) or contradict the case law of the Supreme Appeal and Disciplinary Commission for Attorneys and Trainee Attorneys (Oberste Berufungs- und Disziplinarkommission für Rechtsanwälte und Rechtsanwaltsanwärter [OBDK]), the Attorney shall be obliged to disregard such instructions. Should the Client issue instructions that the Attorney considers to be inappropriate or even detrimental to the Client's interests, the Attorney shall warn the Client against possible adverse consequences before complying with such instructions.

3.4. In cases of imminent danger, the Attorney shall be entitled to perform actions not expressly covered by his Mandate, to omit certain actions or to act in a manner that contradicts the instructions he has been given, provided this appears to be urgently indicated as a means to safeguard the Client's interests.

4. Client's obligation to inform and cooperate

4.1. Having retained the Attorney, the Client shall be obliged immediately to disclose to the Attorney any and all facts and information that might be of importance in connection with execution of the Mandate, as well as providing access to the necessary records and documentary evidence.

The Attorney shall be entitled to assume that such information, facts, documents, records and documentary evidence are correct, unless it is obvious that this is not the case.

The Attorney shall participate in the elucidation of the facts by targeted questioning of the Client and/or by any other suitable means. As regards the correctness of supplemental information, if any, the provisions of the second sentence of section 4.1 shall apply.

4.2. As long as the Mandate remains in force, the Client shall be obliged to inform the Attorney of all altered or newly discovered circumstances that might be of importance in connection with the performance of the Mandate immediately after these have become known.

5. Obligation of secrecy, conflict of interests

5.1. The Attorney shall treat all the information entrusted to him, as well as any facts which ought to be kept sec-

ret in the Client's interest and to which he may have had access in the performance of his professional duties, as strictly confidential.

5.2. The Attorney shall be entitled to order all his employees to deal with matters in accordance with the applicable laws and directives, always provided the employees in question have demonstrably been instructed with regard to the obligation of secrecy.

5.3. The Attorney shall be exempted from his obligation of secrecy only to the extent required to enable him to enforce his own claims (including, but not limited to, claims for attorney's fees) or to defend himself against claims raised against him (including, but not limited to, claims for damages on the part of the Client or a third party against the Attorney).

5.4. The Client may release the Attorney from his obligation of secrecy at any time. Such a release by the Client will not, however, relieve the Attorney from his obligation of examining whether or not his testimony will actually help his Client's case.

5.5. The Attorney shall be obliged to examine whether his acceptance of a Mandate is likely to lead to a conflict of interests as defined in the Austrian Attorneys' Code (Rechtsanwaltsordnung).

6. Attorney's reporting obligation

The Attorney shall provide the Client, verbally or in writing, with reasonably detailed reports on all the steps and measures taken by him in connection with the Client's case.

7. Sub-authorisation and substitution

The Attorney may be represented by a trainee attorney working at his firm or by another attorney or a trainee attorney authorised by the latter (sub-authorisation).

If prevented, the Attorney may hand over the Mandate or individual activities required in connection with the same to another attorney (substitution).

8. Fees

8.1. Unless otherwise agreed, the Attorney shall be entitled to an appropriate fee.

8.2. Even in cases where a flat-rate fee or an hourly rate has been agreed, the Attorney shall at least be entitled to the amount of reimbursed costs obtained from the other party over and above the said fee, provided this can be collected; should this not be the case, the Attorney

shall be entitled to the agreed flat-rate fee or hourly rate.

8.3. VAT at the relevant statutory rate, necessary and reasonable expenses (e.g. travelling expenses, telephone, fax, copies) and the cash expenses disbursed on the Client's behalf (e.g. court fees) shall be added to the fees owed to/agreed with the Attorney

8.4. The Client hereby acknowledges that any estimate regarding the expected fee submitted by the Attorney, but not expressly marked as "binding", will be non-binding and will not be considered a binding estimate (as defined in sec. 5 para 2 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG)).

8.5. The expenditure of time and effort required to calculate the fees owed and to draw up the invoices shall not be charged to the Client. This, however, shall not apply with regard to the expenditure of time and effort accruing in connection with the translation, requested by the Client, of the itemised list of services provided by the Attorney (Leistungsverzeichnis) into any language other than German. Unless otherwise agreed, letters written by the Attorney, at the Client's request, to the Client's chartered accountant listing, e.g., the status of pending proceedings, a risk assessment for the creation of reserves and/or the amount of fees outstanding as of the balance sheet date, will be charged to the Client.

8.6. The Attorney shall be entitled to submit invoices and to demand advance payments at any time, but in any case once every quarter.

8.7. In cases where the Client is an entrepreneur, a properly itemised invoice delivered to the Client shall be considered to have been accepted by the Client unless the Client objects to it in writing within one month of receipt (this deadline shall be considered to have been met if the written objection has been delivered to the Attorney on or before the last day of this period).

8.8. Should the Client be in default with the payment of all or part of the Attorney's fee, he shall pay the Attorney default interest at the statutory rate, but in any case at a rate of no less than 4 % over and above the relevant base interest rate. Any further statutory claims (e.g. claims based on sec. 1333 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB)) shall remain unaffected.

8.9. All costs accruing in connection with dealings with courts or authorities (cash expenditure) and expenses (e.g. due to purchased external services) may – at the Attorney's discretion – be passed to the Client for direct payment.

8.10. If an Attorney is retained by several clients in one particular case, these clients shall be jointly and severally liable for the payment of all fees owed to the Attorney.

8.11. The Client's claims vis-à-vis the other party to reimbursement of costs are hereby assigned to the Attorney up to the amount of the Attorney's fee claims, effective as of the date on which they arise. The Attorney shall be entitled to inform the other party of this assignment at any time.

9. Attorney's liability

9.1. The Attorney's liability for faulty advice or representation shall be limited to the sum insured that is available in the actual case, but shall not fall short of the amount insured as defined in sec. 21 a of the Austrian Attorney's Code (Rechtsanwaltsordnung, RAO), as amended. Currently, this amount is € 400,000,- (four hundred thousand Euros) and, in the case of law firms organised as limited liability companies, € 2,400,000,- (two million four hundred thousand Euros). In cases where the Client is a consumer, this limitation of liability shall apply only to damage caused by slight negligence.

9.2. The maximum amount as defined in Section 9.1. shall be understood to comprise all claims against the Attorney based on faulty advice and/or representation, including, but not limited to, claims for damages and for price reduction. This maximum amount does not comprise the Client's claims to repayment of the fees paid to the Attorney. Deductibles, if any, shall not reduce liability. The maximum amount as defined in Section 9.1. shall apply in cases of damage. In cases where there are two or more competing injured parties (clients), the maximum amount shall be reduced for each injured party in proportion to the amount of each individual claim.

9.3. In cases where a law firm employing several attorneys is retained, limitations on liability pursuant to Sections 9.1. and 9.2. shall apply with respect to all the attorneys working for the firm (whether as shareholders, managing directors, salaried attorneys or in any other capacity).

9.4. As regards third parties commissioned by the Attorney, with the Client's knowledge, to provide certain services in connection with the Client's case (including, but not limited to, external experts) and who are neither employees nor shareholders, the Attorney shall be held liable only for culpa in eligendo.

9.5. The Attorney's liability shall apply only in relation to his Client, not vis-à-vis any third party. The Client shall be obliged to make this unmistakably clear to third parties who become involved with the Attorney's services in some way as a result of the Client's actions.

9.6. The Attorney may be held liable for a lack of knowledge of foreign law only in cases where such knowledge was stipulated in writing or where the Attorney offered to conduct an examination based on foreign law. EU law will never be deemed foreign law, although the law of the individual member states may be so deemed.

10. Statute of limitations/extinction of rights

Unless a shorter limitation or extinction period applies, all claims against the Attorney (with the exception of warranty claims in cases where the Client is not an entrepreneur as defined by the Consumer Protection Act) shall be forfeited by the Client unless they are enforced in court within six months (if the Client is an entrepreneur pursuant to the Consumer Protection Act) or within one year (if the Client is not an entrepreneur) of the date on which the Client learned of the damage and the identity of the injuring party or otherwise became aware of the event that caused the damage, but in any case upon the expiry of five years of the date on which the actions or omissions giving rise to the damage/claim (offence) have taken place.

11. Client's legal expenses insurance

11.1. If the Client has taken out legal expenses insurance, he shall notify the Attorney immediately and submit the required documents and records (to the extent available). In addition, and notwithstanding the above, the Attorney shall also be obliged, on his own account, to obtain information as to whether, and to what extent, there is legal expenses insurance coverage and to apply for coverage under the legal expenses insurance.

11.2. The Client's notifying the Attorney of the existence of a legal expenses insurance policy and the Attorney's obtaining legal expenses insurance coverage shall not affect the Attorney's claims vis-à-vis the Client and shall not be considered as consent on the Attorney's part to accepting the payment from the legal expenses insurance company in lieu of the fee owed to him. The Attorney shall warn the Client accordingly.

11.3. The Attorney shall not be obliged to claim his fee directly from the legal expenses insurance company, but may claim the entire fee from the Client.

12. Expiry of the Mandate

12.1. The Mandate may be terminated by the Attorney or by the Client without notice and without any obligation to give reasons for doing so. The Attorney's claim to payment of his fees shall not be affected by such termination.

12.2. In case of a termination by the Client or by the Attorney, the latter shall be obliged to continue representing the Client for another 14 days to the extent this may be necessary to protect the Client from legal disadvantages. This obligation shall not apply in cases where the Client has terminated the Mandate and stated that he does not wish the Attorney to provide any more services.

13. Obligation to restore documents and records

13.1. After the termination of the client-attorney relationship, the Attorney shall, at the Client's request, return the originals of all documents and records to the Client. The Attorney shall be entitled to retain copies of such documents and records.

13.2. If, after the termination of the Mandate, the Client again requests documents (or copies of documents) which he has already received during the term of the Mandate, the costs shall be borne by the Client.

13.3. The Attorney shall be obliged to keep the files for a period of five years after the termination of the Mandate and to provide copies to the Client at the latter's request at any time during this period. The costs for this shall be borne in accordance with the provisions of Section 13.2. In cases where there are more extended statutory periods for the mandatory retention of documents, these periods shall be complied with. The Client hereby agrees to the destruction of the files (including original documents) upon the expiry of the retention period.

14. Choice of law and jurisdiction

14.1. The Terms and Conditions of Business and the Mandate governed by them shall be subject to Austrian substantive law.

14.2. The parties agree that legal disputes arising out of or in connection with the contractual relationship created by the Mandate, including any disputes regarding its validity, shall be subject to the exclusive jurisdiction of the court having subject matter jurisdiction at the place where the Attorney has his registered offices, provided there are no provisions of mandatory law to the contrary. The Attorney shall, however, be entitled to enforce his claims against the Client before any other domestic or foreign court within the judicial district in which the Client has its registered offices, his residence, a branch establishment or assets of any kind. The jurisdictional regime of sec. 14 of the Austrian Consumer Protection Act shall apply in all cases where the Client is a consumer as defined in the said Act.

15. Final provisions

15.1. Alterations or amendments of these General Terms and Conditions shall not be valid unless made in writing in all cases where the Client is not a consumer as defined in the Austrian Consumer Protection Act.

15.2. Declarations addressed to the Client by the Attorney shall be considered to have been delivered as soon as they have been sent to the address given by the Client at the time of entering into the attorney-client relationship or subsequently altered in writing. The Attorney may, however – unless otherwise agreed – correspond with the Client in any manner he may consider suitable.

Declarations which, according to these GTC, must be made in writing may also – unless otherwise agreed – be made via fax or email. Unless otherwise instructed by the Client in writing, the Attorney shall be entitled to conduct his email correspondence with the Client in non-encrypted form. The Client declares that he is aware of the risks associated therewith (including, but not limited to, access, breaches of secrecy, modifications of text messages during transmission) and that he agrees, in full awareness of these risks, that email correspondence may be conducted in non-encrypted form.

15.3. The Client expressly agrees that the Attorney shall be entitled to process, disclose or transmit the personal data (as defined in the Data Protection Act) of the Client and/or his enterprise, to the extent that this may be necessary or expedient to allow the Attorney to carry out the instructions issued by the Client, or may be required in connection with the Attorney's statutory or professional obligations (e.g. participation in the web-based electronic communication system for the legal profession (elektronischer Rechtsverkehr), etc.).

15.4. The invalidity of individual provisions of these General Terms and Conditions of Business or of the contract governed by the same shall not affect the validity of the remaining agreement. The parties undertake to replace the invalid provision(s) by new provisions that will ensure the commercial results aimed for by the invalid provision to the greatest possible extent.