

General Terms and Conditions of Mag. Friedrich Haymerle

1. Scope of Application

- 1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) shall apply to all activities undertaken in the course of a contractual relationship (hereinafter referred to as a “mandate”) between Mag. Friedrich Haymerle and a client, unless individual changes are expressly agreed upon in writing (such as in the power of attorney & fee agreement or the engagement letter). Without limiting the generality of the foregoing, the activities shall include all acts of representation in court before authorities and out of court.
- 1.2. The GTC and the individual agreement, whether in the form of a power of attorney & fee agreement, an engagement letter or other document, shall also apply to new mandates, unless otherwise agreed in writing.
- 1.3. For the avoidance of doubt, the GTC shall also apply in respect of services rendered when no formal engagement has (yet) been concluded.

2. Mandate and Power of Attorney

- 2.1. Mag. Friedrich Haymerle shall have the right and obligation to represent and advise the client to the extent that is necessary and expedient in order to comply with the mandate.
- 2.2. Mag. Friedrich Haymerle has the right to represent the client in and out of court, as well as before authorities, in particular in criminal proceedings and arbitration proceedings, to conclude contracts and settlements and take any measures that Mag. Friedrich Haymerle considers appropriate for the fulfilment of the mandate.
- 2.3. When so requested, the client shall sign a written power of attorney for Mag. Friedrich Haymerle. The power of attorney may relate to the performance of individual, precisely defined or all possible legal services or acts.
- 2.4. The client acknowledges that the instruction only takes effect after completion of a satisfactory money laundering check - and, where applicable, a sanction check, and receipt by Mag. Friedrich Haymerle of the full first payment on account. It is only after these steps have been satisfactorily completed that any obligations from the mandate take effect.
- 2.5. In the event that the legal situation / legal assessment changes after the mandate have ended, Mag. Friedrich Haymerle shall not be obliged to draw the client's attention to these changes or the consequences resulting therefrom.

3. Principles of Representation

- 3.1. Mag. Friedrich Haymerle provides all representation and advice in his capacity as an Austrian lawyer (Rechtsanwalt).
- 3.2. Mag. Friedrich Haymerle shall perform the representation entrusted to him in conformity with statutory provisions and represent the rights and interests of the client vis-à-vis all persons, applying diligence, loyalty and conscientiousness.
- 3.3. As a matter of principle, Mag. Friedrich Haymerle shall have the right to provide his services at his own discretion and to take all steps, especially to use all means of prosecuting and defending a case, as long as they do not go against his conscience, standards of professional conduct, the law or the client's instructions.
- 3.4. If the client issues to Mag. Friedrich Haymerle an instruction, compliance with which is incompatible with the law, standards of professional conduct or his conscience, Mag. Friedrich Haymerle shall reject the instruction. In the event that Mag. Friedrich Haymerle considers instructions to be inexpedient, or even to the detriment of the client, Mag. Friedrich Haymerle shall inform the client of the possible negative consequences before carrying out the client's instructions.
- 3.5. In the event of imminent danger, Mag. Friedrich Haymerle shall have the right to act or to refrain from acting if this appears to be urgently required in the interests of the client even though this may not be covered expressly by the mandate.

4. Fees

- 4.1. As a general rule Mag. Friedrich Haymerle bills on the basis of an hourly rate that is set out in an individual agreement (power of attorney & fee agreement, engagement letter, etc.) for work undertaken by Mag. Friedrich Haymerle or another lawyer. The smallest billable time unit is 10 minutes. Travel and waiting will be billed at the above hourly rate.
- 4.2. In individual cases and by written agreement, a fixed fee will be charged for the services described in that agreement (engagement letter). The agreed fixed fee is based on an estimate for the anticipated workload. Should additional services or unusual additional work become necessary, Mag. Friedrich Haymerle shall be entitled to charge for those services or additional work at an hourly rate.
- 4.3. Value-added tax at the statutory rate shall be added to the fee agreed with Mag. Friedrich Haymerle. Furthermore, all required and appropriate expenses (e.g., for translations, international calls, travel expenses) and cash outlay (e.g. court fees) incurred on behalf of the client will be added.
- 4.4. Where the services of external experts such as translators, lawyers from other disciplines or auditors are required, the cost of those services is also billed separately in addition to any agreed hourly rate or fixed fee.
- 4.5. All fees paid to courts or authorities (cash expenses) and costs (e.g. for sub-contracted performances by third parties) may, at the discretion of Mag. Friedrich Haymerle be forwarded to the client for direct payment by the client.
- 4.6. Mag. Friedrich Haymerle shall issue invoices at least once every calendar quarter and shall have the right, at his absolute discretion, to issue invoices more frequently as well as to ask for advances on the agreed fees. Invoices will be denominated in euros and are due and payable in euros within 7 days after receipt.
- 4.7. The agreed hourly rate or fixed fee are subject to an inflation adjustment. The Consumer Price Index 2020 (Basisjahr 2020) published monthly by Statistics Austria or the index replacing it shall be used to calculate such inflation adjustment.
- 4.8. When Mag. Friedrich Haymerle submits an invoice to a client who is an entrepreneur, and that invoice is properly broken down into its various items, the invoice shall be deemed to have been approved except to the extent that the client expressly objects in writing within 30 days of receipt of the invoice. For a notice of objection to be valid, it must be received by Mag. Friedrich Haymerle within the specified period of 30 days.
- 4.9. The nature of the services provided by Mag. Friedrich Haymerle is such that their scope cannot be reliably assessed in advance. Thus, estimates provided by Mag. Friedrich Haymerle with regard to the expected fees are not to be regarded as a binding cost estimate (as defined by § 5 (2) of the Austrian Consumer Protection Act "Konsumentenschutzgesetz") unless explicitly specified in writing as binding.
- 4.10. In the absence of an (other) agreement Mag. Friedrich Haymerle shall be entitled to an adequate fee for services provided.
- 4.11. The work required to calculate the fee and prepare the invoice shall not be charged to the client. This shall not apply, however, to incremental work required when the client requests translation of the list of services provided into a language other than German. Unless agreed otherwise, the invoiced amount shall include any work required to meet a client's request to draw up letters to the client's auditor relating to, for example, the status of pending cases, including an assessment of the risks for the purpose of setting aside provisions, and reporting on the state of outstanding fees at a specified reporting date.
- 4.12. In the event that the client fails to pay all or a part of the fee by the due date, the client shall pay to Mag. Friedrich Haymerle interest on the arrears in the statutory amount, as a minimum, however, 8% above the respectively applicable basic interest rate. The foregoing shall not affect any further statutory claims (e.g. pursuant to § 1333 of the Austrian General Civil Law Code "Allgemeines bürgerliches Gesetzbuch").
- 4.13. In the event that several clients enter into a mandate with Mag. Friedrich Haymerle regarding the same legal matter, all clients are collectively liable for any claims arising to the lawyer in this connection.
- 4.14. Any claims the client has against the opposing party, authorities, the Republic of Austria and insurance companies are, as soon as they arise, hereby assigned to Mag. Friedrich Haymerle to the extent of Mag. Friedrich Haymerle's fee claim. Mag. Friedrich Haymerle is authorised to inform the above-mentioned parties of the assignment at any time.

5. Sub-Authorization and Substitution

- 5.1. Mag. Friedrich Haymerle may ask a trainee lawyer in Mag. Friedrich Haymerle's service or another lawyer, or that lawyer's authorized trainee lawyer, to represent Mag. Friedrich Haymerle (sub-authorization). In the event he is prevented from providing agreed upon services, Mag. Friedrich Haymerle may pass on the mandate or individual sub-activities to another lawyer (substitution).

6. Mag. Friedrich Haymerle's Liability

- 6.1. Mag. Friedrich Haymerle's liability for faulty advice or representation is limited to the insured sum available in every specific case, but amounts at least to the minimum insured sum stipulated in § 21 a of the Regulations Regarding Lawyer's Practices ("Rechtsanwaltsordnung"). At present the minimum sum is euro 400,000.00 (in words: euro four-hundred thousand). When the client is a consumer, this restriction of liability shall apply to events in which the damage is due to minor negligence only.
- 6.2. The maximum amount applicable pursuant to Section 6.1. comprises all claims existing against Mag. Friedrich Haymerle for faulty advice and/or representation, such as, in particular, claims for damages and price reduction. This maximum amount does not include the client's claims to receive back the fee paid to Mag. Friedrich Haymerle. Possible deductibles do not reduce the liability. The maximum amount applicable pursuant to Section 6.1. relates to a single insured incident. In case of two or more competing damaged parties (clients), the maximum liability to each damaged party shall be reduced in proportion to the amounts claimed.
- 6.3. The restrictions on liability pursuant to Sections 6.1. and 6.2. also apply to the benefit of all lawyers acting on behalf of Mag. Friedrich Haymerle whether in their capacity as employed lawyers or in another capacity.
- 6.4. When, with the consent of the client, Mag. Friedrich Haymerle retains third parties who are neither staff members nor partners (especially external experts) to provide specific services within the framework of his mandate he shall only be liable for those sub-contracted services in case of fault in selecting the third party.
- 6.5. The client's claims against Mag. Friedrich Haymerle shall not be assigned to any other person(s). The client shall be obliged to expressly bring this restriction to the attention of third parties who come into contact with Mag. Friedrich Haymerle's services on account of the client's efforts.
- 6.6. Mag. Friedrich Haymerle shall not be liable for any knowledge of foreign law except in the event of a written agreement concerning specific foreign law or if Mag. Friedrich Haymerle offers to examine foreign law. EU law shall never be deemed to be foreign law. The national law of Member States however is always to be regarded as foreign law.

7. Client's Obligations to provide Information and to Cooperate

- 7.1. After the client has entered into a mandate, the client shall be obliged to provide promptly to Mag. Friedrich Haymerle all information and facts that may be of significance to the mandate and to make accessible all required documents and means of evidence. Mag. Friedrich Haymerle shall be entitled to assume that the information, facts, documents, papers and means of evidence are correct unless that is obviously not the case. Mag. Friedrich Haymerle shall strive to obtain all relevant facts by asking the client targeted questions and by using other appropriate means. The second sentence of Section 7.1. shall also apply to the correctness of supplementary information.
- 7.2. During the term of the mandate, the client shall be obliged to communicate to Mag. Friedrich Haymerle all changes in circumstances and newly obtained information that might be of significance in connection with the performance of the mandate. The client shall make such communications immediately following the changes in circumstances or the new information coming to the client's attention.
- 7.3. The client undertakes to provide Mag. Friedrich Haymerle with all requested documents relating to the verification of the client's identity. Furthermore, the client undertakes to provide all requested documents required for other necessary enquiries, in particular to comply with anti-money laundering regulations.
- 7.4. The client acknowledges that Mag. Friedrich Haymerle is required to keep the information on the client's identity up to date and undertakes to keep Mag. Friedrich Haymerle informed on a timely basis of any relevant changes.

8. Obligation of Confidentiality / Conflict of Interests

- 8.1. Insofar as confidentiality is in the best interest of the client, Mag. Friedrich Haymerle is bound to maintain professional confidentiality with respect to all information provided to him by the client and all facts that have otherwise become known to him in his capacity as the client's lawyer.
- 8.2. Within the terms of applicable laws and guidelines, Mag. Friedrich Haymerle shall have the right to assign the processing of matters to staff members provided there is proof that these staff members have been instructed regarding the obligation to maintain confidentiality.
- 8.3. Mag. Friedrich Haymerle shall be released from the obligation of confidentiality only to the extent that it is necessary in order to assert Mag. Friedrich Haymerle's claims (especially claims for Mag. Friedrich Haymerle's fee) or to defend claims against Mag. Friedrich Haymerle (especially claims for damages by the client or third parties against Mag. Friedrich Haymerle) or for Mag. Friedrich Haymerle to defend himself in proceedings (especially criminal, civil, administrative or professional conduct proceedings).
- 8.4. The client may release Mag. Friedrich Haymerle from the obligation of confidentiality at any time. Such a release from the obligation of confidentiality by the client does not release Mag. Friedrich Haymerle from the obligation to verify whether Mag. Friedrich Haymerle's statement is in the best interest of the client.
- 8.5. Mag. Friedrich Haymerle shall examine whether performance of the mandate creates a risk of conflict of interests under the terms of the Regulations Regarding Lawyer's Practices ("Rechtsanwaltsordnung").

9. The Lawyer's Obligation to Inform the Client

- 9.1. Mag. Friedrich Haymerle shall bring to the attention of the client either orally or in writing and in a reasonable level of detail all actions taken in connection with the mandate.

10. Time Limitation / Preclusion Period

- 10.1. Unless the law stipulates a shorter time limitation or preclusion period, all claims (excluding warranty claims in the event the client is not an entrepreneur as defined in the Austrian Consumer Protection Act "Konsumentenschutzgesetz") against Mag. Friedrich Haymerle shall be time barred, unless the client has claimed them in court within six months (in the event the client is an entrepreneur) or within one year (in the event the client is not an entrepreneur) as of the date at which the client becomes aware of the damage or damaging party, or of the incident that otherwise gives rise to a claim. In any event any claim shall be time barred, at the latest after the expiry of five years.

11. Client's Legal Expenses Insurance

- 11.1. In the event that the client has legal expenses insurance, the client shall inform Mag. Friedrich Haymerle thereof without delay and present the required papers (if available). Independent of the foregoing, however, Mag. Friedrich Haymerle shall also be obliged to obtain information as to whether and to what extent there is insurance of legal expenses and apply for coverage under the legal expenses insurance.
- 11.2. The disclosure of legal expenses insurance by the client and obtaining coverage under the legal expenses insurance by Mag. Friedrich Haymerle shall not affect the amount of the fee claim of Mag. Friedrich Haymerle against the client and nor shall it be deemed as consent on the part of Mag. Friedrich Haymerle to accept as Mag. Friedrich Haymerle's fee the payment made pursuant to the legal expenses insurance. Mag. Friedrich Haymerle shall draw the client's attention to this fact.
- 11.3. Mag. Friedrich Haymerle shall not be obliged to claim his fee directly from the legal expenses insurance and may request payment of the full remuneration from the client.

12. Termination of the Mandate

- 12.1. Mag. Friedrich Haymerle or the client may end the mandate at any time without having to observe any notice period and without having to give any reasons. Mag. Friedrich Haymerle's fee claim shall remain unaffected by the foregoing.
- 12.2. In the event of a termination by the client or by Mag. Friedrich Haymerle, Mag. Friedrich Haymerle shall continue to represent the client for another 14 days in as much as this is necessary in order to protect the client against any legal detriment. This obligation does not apply in the event that the client revokes the mandate and states that the client does not wish to obtain any further service by Mag. Friedrich Haymerle.

13. Obligation to Surrender Documents

- 13.1. Mag. Friedrich Haymerle shall, upon the client's request, return original documents after the mandate has ended. Mag. Friedrich Haymerle shall have the right to keep copies of these documents.
- 13.2. After the end of the mandate, if the client asks for the return of original documents or for copies of documents that the client already received during the term of the mandate, the client shall bear any costs incurred in this connection.
- 13.3. Mag. Friedrich Haymerle shall be obliged to keep the files for a period of five years following the end of the mandate and, if requested during that time, shall provide the client with copies. The client shall bear any costs associated with meeting such requests. Whenever there are longer statutory periods pertaining to the obligation to keep documents, these shall be observed. The client agrees to the destruction of the files (including original documents) after the expiry of the storage period.

14. Choice of Law and Jurisdiction

- 14.1. The GTC and all professional interactions between the client and Mag. Friedrich Haymerle are governed by Austrian substantive law. The relevant conflict-of-law provisions do not apply.
- 14.2. Unless there are peremptory statutory provisions to the contrary, the parties shall agree on the sole competency of the court with jurisdiction over the subject matter at the seat of Mag. Friedrich Haymerle for any and all legal disputes arising from, or in connection with the contractual relationship, governed by the present Terms and Conditions for Contracts, which shall also include disputes regarding its validity. However, Mag. Friedrich Haymerle 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/its seat, domicile, place of business, or property. The provisions on the legal venue as defined in § 14 of the Austrian Consumer Protection Act ("Konsumentenschutzgesetz") shall apply with regard to clients who are consumers as defined in the Austrian Consumer Protection Act.

15. Final Provisions

- 15.1. Any agreement in an individual case that has the effect of changing or amending a provision of the GTC must be made in writing to be valid.
- 15.2. The GTC may change in the future and, as far as permissible, the current version, which is published at www.haymerle.at, shall apply.
- 15.3. Communications sent by Mag. Friedrich Haymerle shall, in all circumstances, be deemed to have been received when address to the address provided by the client when retaining Mag. Friedrich Haymerle or to another address provided subsequently in writing by client. Mag. Friedrich Haymerle may also correspond with the client in any other form deemed appropriate unless specifically provided otherwise in writing. Any communication that needs to be in written form pursuant to the GTC may also be sent by means of telefax or e-mail, unless specifically provided otherwise. Furthermore, unless the client issues a written instruction to the contrary, Mag. Friedrich Haymerle shall have the right to engage in e-mail communication with the client in unencrypted form. The client acknowledges that he is aware of the attaching risks (especially access, breach of confidentiality, alterations in communications in the course of transmission) and accepts – in full awareness of these risks – that e-mail communication is conducted in unencrypted form.
- 15.4. The client acknowledges that Mag. Friedrich Haymerle processes, provides or communicates person-related data regarding the client and/or his company (as defined in the Austrian Data Protection Act "Datenschutzgesetz 2000") to such an extent as this appears to be necessary and expedient in order to comply with the tasks for which the client has retained Mag. Friedrich Haymerle, or as required to fulfill statutory or professional conduct obligations and / or duties (e.g. to take part in the electronic legal data exchange, etc.).
- 15.5. If one or more conditions of the present Terms and Conditions for Contracts or of the contractual relationship governed by the present Terms and Conditions for Contracts 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.
- 15.6. The German version of the GTC shall prevail, the English text is provided for translation purposes only.