

GENERAL TERMS AND CONDITIONS

July 2024

I. Scope of Application

- 1.1 These Terms and Conditions shall apply to all forms of representation in and out of court, as well as before authorities, which are undertaken in the course of the contractual relationship (hereinafter “mandate”) between iuro Rechtsanwälte GmbH (hereinafter “**iuro**”) and the client.
- 1.2 The Terms and Conditions shall also apply to additional mandates, unless agreed otherwise in writing.

II. Mandate and Power of Attorney

- 2.1 **iuro** shall have the right and the obligation to represent the client to the extent that is necessary and adequate in order to comply with the mandate. In the event of changes to the law applicable to the case in question, after the mandate has ended, **iuro** shall not be obligated to inform the client of these changes or of the consequences resulting thereof.
- 2.2 Unless other arrangements are expressly confirmed in writing, advice and information on economic issues and issues regarding fiscal and tax law shall not be included in the remit of **iuro**.

III. Principles of Representation

- 3.1 **iuro** shall perform the representation entrusted in conformity with statutory provisions and shall represent the rights and interests of the client vis-à-vis all persons with diligence, loyalty, and conscientiousness.
- 3.2 As a matter of principle, **iuro** shall have the right to act at its own discretion and to take all steps it deems necessary, especially regarding all means required to defend a case, as long as these measures do not come into conflict with the mandate issued by the client, the good conscience of **iuro**, or the law.
- 3.3 If the client issues an instruction to **iuro**, which conflicts with the law, or with the principles of proper exercise of the legal profession, based on statutory provisions or other statutory regulations regarding codes of conduct (e.g. “Richtlinien für die Berufsausübung der Rechtsanwälte”, i.e. “Guidelines for Professional Conduct of Attorneys”, or the common practice regarding decisions by the Supreme Commission for Appeals and Disciplinary Measures for Lawyers or Trainee Lawyers), **iuro** may reject to follow the instruction. In the event that **iuro** considers received instructions to be inadequate, or even to the detriment of the client, **iuro** shall inform the client of the possible negative consequences, before carrying out the client’s instructions.

- 3.4 In the event of imminent danger, **iuro** shall have the right to take action, even if taking this particular action is not expressly covered by – or even contrary to – instructions given by the client, and doing so appears to be necessary in order to protect the client's interests. The same shall apply in the event that **iuro** deems it necessary to refrain from taking action.
- 3.5 The client hereby takes note of the fact that electronic data storage of documents (for the Commercial Registry and the Land Registry) can only be guaranteed for a period of seven years. Prolonged data storage is possible, but will be ensured only if the client gives instructions to that effect. Any expenses incurred through the storage of electronic data shall be borne by the client.

IV. Client's Obligation to Provide Information and to Cooperate

- 4.1 The client shall be obligated to provide **iuro** with all information and facts, without delay, which may be of significance to comply with the mandate, as well as to make accessible all required documents and means of evidence.

iuro shall have the right to assume that the information, facts, documents, papers and means of evidence **iuro** receives from the client are correct, unless their incorrectness is obvious.
- 4.2 During the term of the mandate, the client shall – immediately and without delay – be obligated to inform **iuro** of any change in circumstances which may be of importance in relation to the mandate.

V. Obligation of Confidentiality, Conflict of Interest

- 5.1 **iuro** shall be bound to professional secrecy within the realms of statutory provisions, regarding all matters which have become known to **iuro** in its capacity as a law firm, insofar as it is in the interest of the client.
- 5.2 Within the scope of applicable laws and guidelines, **iuro** shall have the right to assign anyone of the staff members to work on a given case, insofar as there is proof that these staff members have been informed of their obligation to maintain confidentiality.
- 5.3 **iuro** shall be released from the obligation to maintain confidentiality in the event that it is necessary to assert claims against the client (especially regarding outstanding fees) or to counteract claims made against **iuro** (especially regarding claims for damages made by the client or third parties against **iuro**).
- 5.4 The client may release **iuro** from the obligation to maintain confidentiality at any time. This release, however, does not release **iuro** from the obligation to examine, whether its statement or testimony is in the best interest of the client.
- 5.5 **iuro** shall examine whether acceptance of the mandate creates a risk of conflict of interest under the terms of the Regulations Regarding the Profession of Attorney at Law ("Rechtsanwaltsordnung").

VI. Obligation to Inform the Client

iuro shall bring all actions taken in connection with the mandate to the attention of the client - in oral or written form, and in sufficient detail.

VII. Sub-Authorization and Substitution

iuro may ask a trainee lawyer, another lawyer, or another lawyer's trainee lawyer, to act on its behalf when representing the client (sub-authorization). In the event that **iuro** is prevented from representing the client, **iuro** may ask another (external) lawyer to act on its behalf (substitution).

VIII. Fees

- 8.1 We charge our services according to our hourly fee which are currently € 380 for attorneys and € 290 for associates. Only if explicitly agreed in writing we charge a fixed fee or cap our fees.
- 8.2 **iuro** shall be entitled to the cost refund paid by the opposing party in the amount it exceeds **iuro's** fee (i.e. the differential amount), provided the cost refund can be collected from the opposing party; failing which, **iuro** shall be entitled to the fixed fee, or to the fee based on an hourly rate, as previously agreed upon.
- 8.3 The Value Added Tax, at the statutory rate, shall be added to the fee agreed upon with **iuro**, as well as all required and appropriate expenses (e.g. for travelling, telephone, fax, photocopies), and any cash expenses incurred on behalf of the client (e.g. court fees). **iuro** shall also be entitled to charge a lump-sum for expenses in the amount of up to 3 % of the fees (excluding VAT), instead of the individually charged, required and adequate expenses. The hourly rates agreed on are value-guaranteed and may be adjusted once a year in accordance with the Austrian Consumer Price Index 2005 (initial position: the month in which power of attorney is granted), and as amended from time to time.
- 8.4 The client takes note of the fact that estimates, made by **iuro** regarding the anticipated amount of the fee, are not binding unless they are expressly referred to as a binding estimate. Estimates cannot be regarded as binding (as defined by § 5 (2) of the Austrian Consumer Protection Act), due to the fact that the scope of the impending workload can, by nature, not be assessed reliably in advance.
- 8.5 **iuro** shall be entitled to send invoices at any point in time, at least on a monthly basis, as well as to ask for advance payments.
- 8.6 In the case that the client is an entrepreneur, an invoice forwarded to the 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 (receipt by **iuro** shall be the decisive date).
- 8.7 In the event that the client does not pay all or a part of the fee on time, the client shall pay default interest to **iuro** at the statutory rate, however, at a minimum rate of 4% above the applicable basic rate of interest. The foregoing shall not affect further statutory claims (e.g. pursuant to § 1333 of the Austrian General Civil Law Code).
- 8.8 All expenses paid to courts or authorities (cash expenses) and costs (e.g. external services) may be billed to the client at the discretion of **iuro**, upon which the client shall pay promptly.
- 8.9 In the event that several clients are represented by **iuro** regarding the same legal matter, all clients shall be jointly and severally liable for any claims arising from the mandate.
- 8.10 A claim for compensation of legal costs and fees of the client vis-à-vis the opposing party shall hereby be assigned to **iuro** in the amount of the fee payable to **iuro**, as soon this claim

arises. **iuro** shall have the right to inform the opposing party of the claim's assignment at any time.

IX. Liability

- 9.1 **iuro** is in any case liable for personal damages (*Personenschäden*). For any other damages the liability of **iuro** as well as the liability of all persons acting on behalf, or personnel in the service of **iuro** (hereinafter "**iuro's team**"), regarding legal advice, representation, drawing up contracts, rendering an expert opinion or other services is limited to cases of infliction of damage due to wilful act (*Vorsatz*) or crass gross negligence (*krasse grobe Fahrlässigkeit*). If the client is a consumer (within the meaning of the Austrian Consumer Protection Act), however, the liability of **iuro** is limited to cases of infliction of damage due to wilful act (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*).
- 9.2 If **iuro** is liable according to clause 9.1 **iuro's** liability and the liability of **iuro's team** regarding legal advice, representation, drawing up contracts, rendering an expert opinion or other services, shall be limited by the amount of EUR 3,0 Mio. Liability beyond this amount shall hereby be expressly precluded. This shall also apply to any liability vis-à-vis third parties, e.g. to a contract with protective effects with respect to a third party.
- 9.3 In the case of two or several competing parties having suffered damage (clients), the maximum amount, which applies to each party, shall be reduced in proportion to the amount of each party's claim.
- 9.4 The restrictions of liability pursuant to Sections 9.1 and 9.2 of these Terms and Conditions of Contract shall also apply to the benefit of everyone acting on behalf or in the service of **iuro**.
- 9.5 **iuro** shall be liable for third parties who perform external services within the scope of **iuro's** mandate, especially for external experts and foreign lawyers, who are neither employees, nor partners, only in case of culpa in eligendo (i.e. fault in selecting those third parties).
- 9.6 **iuro** shall only be liable to the client but not to third parties. The client shall be obligated to expressly bring this provision to the attention of all third parties who come into contact with **iuro** through the client's initiation in the course of the mandate.
- 9.7 **iuro** shall not be liable for lack of knowledge of foreign law. EU law, however, shall not be deemed to be foreign law, whereas the national law of EU Member States, other than Austria, are deemed to be foreign law.

X. Lapse / Preclusive Period

All claims against **iuro** shall expire if the client does not assert them in court within six months from the time of obtaining knowledge of the damage and the identity of the person who caused the damage, or of any other event which gives rise to the claim, at the latest, however, after a period of five years from the time the action causing the damage (violation) took place. In case the client is a consumer, the period for asserting a claim shall end after one year; the period for asserting warranty claims shall be two years, according to statutory provisions.

XI. Client's Legal Expenses Insurance

- 11.1 In case the client has insurance cover for legal expenses, he/she shall inform **iuro** thereof without delay and present the required papers (if available).

- 11.2 **iuro's** claim for fees vis-à-vis the client shall remain unaffected by the client's notification of having legal fees insurance, as well as by actually obtaining insurance coverage. It shall, furthermore, not be construed, that **iuro** is willing to waive claim for fees that may exist beyond the amount paid by the insurance.
- 11.3 **iuro** shall not be obligated to claim its fee directly from the legal expenses insurance, but is entitled to receive full payment from the client.

XII. Termination of the Mandate

- 12.1 Both, **iuro** and the client, may terminate the mandate at any time without having to observe a period of notice or giving reasons. **iuro's** claim for fees shall remain unaffected by the foregoing clause.
- 12.2 In the event of termination by the client or by **iuro**, **iuro** shall continue to represent the client for another 14 days, insofar as this is necessary in order to protect the client against legal detriment. This obligation does not apply in the event that the client revokes the mandate and states that he/she does not wish to be represented by **iuro** any longer.

XIII. Obligation to Hand Over Documents

- 13.1 **iuro** shall hand over all legal documents in the original at the request of the client upon termination of the mandate. **iuro** shall be entitled to retain copies of these documents.
- 13.2 If the client asks for further copies of documents after the mandate has ended, which the client has already received during the term of the mandate, the client shall bear the costs incurred in this regard.
- 13.3 **iuro** shall be obligated to keep all files for a period of five years as of the end of the mandate and to provide the client with copies upon request. Section 13.2 of this agreement shall apply with regard to the costs. Insofar as statutory provisions stipulate longer storage periods, they shall be observed. The client hereby agrees to destruction of the files (also in the original) after the storage period has expired.

XIV. Choice of Law and Jurisdiction

- 14.1 The present Terms and Conditions of Contract as well as the mandate itself shall be governed by Austrian substantive law.
- 14.2 Unless there are peremptory statutory provisions to the contrary, the parties hereby agree that any and all legal disputes that may arise from, or in connection with this contract, including disputes regarding the validity of this contract, shall solely be subject to the jurisdiction of the competent court at the seat of **iuro**.
- 14.3 Notwithstanding the foregoing, **iuro** shall be entitled to file claims against the client at any other court in Austria or abroad, which has jurisdiction over the client's corporate seat, place of residence, business, or assets. The provisions on the jurisdiction as defined in § 14 of the Austrian Consumer Protection Act shall apply with regard to clients who are consumers within the meaning of the Austrian Consumer Protection Act.

XV. Final Provisions

- 15.1 Changes or amendments to the present Terms and Conditions of Contract shall be made in writing in order to be valid, provided the client is not a consumer as defined by the Austrian Consumer Protection Act.
- 15.2 All correspondence between **iuro** and the client shall be deemed to have been received by the client at the time it is sent off to the address which was stated by the client at the onset of the mandate, or to another address, insofar as the client informed **iuro** of a subsequent change in address. **iuro** may, however, correspond with the client in any other form she/he deems appropriate, unless agreed otherwise. Any statements, representations, modifications etc. which require written form pursuant to the present Terms and Conditions of Contract, may be communicated via fax or e-mail, unless agreed otherwise.
- Unless the client gives other instructions, correspondence via e-mail may take place in unencoded form. The client hereby states that he/she is aware of the risks related with this form of communication (especially regarding receipt, confidentiality, and possible alterations of e-mails through transmission) and hereby accepts – fully aware of these risks – that e-mail communication is conducted in unencoded form.
- 15.3 The client hereby expressly agrees to the processing, transmission, and passing-on (in terms of the Data Protection Act) of his/her/the company's personal data, insofar as this is necessary and appropriate in order to ensure that **iuro** is able to perform its duties with regard to the mandate, or if stipulated by statutory law or by the regulations governing the legal profession (e.g. regarding participation in compulsory electronic legal data transfer).
- 15.4 Should one or several provisions of the present Terms and Conditions of Contract, or of the contractual relationship governed by the present Terms and Conditions of Contract, become invalid, this shall not affect the validity of the remaining provisions. The contracting parties hereby agree to replace these invalid provision(s) with provision(s) that come closest to the intended economic aim.