

## POWER OF ATTORNEY FEE AGREEMENT GENERAL TERMS OF ENGAGEMENT

concluded with **JEANNEE Rechtsanwalt GmbH** FN 272646a, Bösendorferstraße 5/7-8, 1010 Vienna, by which the latter is authorised and empowered to represent me (us) (each individually for his own account), including after my (our) death(s)<sup>1</sup>

- before **courts of law**, in particular pursuant to §§8 Austrian Lawyers' Code (RAO), 31 Austrian Code of Civil Procedure (ZPO), 39 et seq. and 455 Austrian Code of Criminal Procedure (StPO);
- before all **other authorities**, in particular pursuant to §§10 Austrian General Administrative Procedure Act (AVG) and 83 Federal Fiscal Code (BAO);
- in respect of **other third parties**, natural and legal persons of any kind, in all matters of public and private law, and in particular in contractual or settlement negotiations;
- to resort to **legal remedies** and withdraw appeals of all kinds;
- to apply for **execution**, petition for **orders**, seek **injunctions**, take out **writs** and/or to refrain from them;
- to conclude written, verbal, notarial or any otherwise admissible form of **agreement of any kind**, in particular contracts for sale, rent agreements (tenancies and leases), articles of association and deeds of partnership, financing agreements etc.; it is emphasized that conclusion of these contracts is approved according to best judgement and in compliance with any internal restrictions, without limitations on content or amount and the associated duties and fees that arise are assumed by the principal;
- to accept **service** of process of all kinds, including into my (our) own hands (postal authority);
- to engross **deeds of all kinds suitable for the Land Registry**, in particular declarations of incorporation, priority, cancellation and consent and ranking searches and to file all applications for approval of registrations in books;
- to conclude **amicable settlements of all kinds**, including according to §205 Austrian Code of Civil Procedure (ZPO);
- to take receipt of **money and valuables** and to provide legally valid receipts for them;
- to open accounts and custody accounts with **credit institutions** and to dispose thereof, to demand provision of information in full from credit institutions, with these institutions and their employees being discharged from **data protection and banking secrecy** with regard to them and being authorised to provide the desired information and to discharge credit institutions' employees, as witnesses, from data protection and banking secrecy;
- to demand **copies of medical histories** and medical findings and to release consultants, in particular when interrogated as witnesses, from their medical duty of confidentiality;
- to discharge any persons at all from **duties of secrecy/confidentiality** existing in respect of me (us) and to demand disclosure of all data within the terms of the Austrian Data Protection Act relating to me (us);
- to file for **bankruptcy and compensation**;
- to acquire, encumber and dispose of **movables and immovables and rights** for or without a consideration, to take out loans and to conclude loan agreements;
- to accept or reject **inheritances** conditionally or unconditionally, to give asset statements in lieu of an oath and to execute estates;
- to conclude and amend **articles of association and partnership agreements** of all kinds, to convene general, annual and other meetings of shareholders and members, to represent me (us) at these and to exercise voting rights;
- to engross **register entries** (in particular in the register of companies and land register) of all kinds;
- to conclude **arbitration agreements** and to appoint senior arbitrators and arbitrators as well as to appoint **trustees**;
- in all to undertake anything necessary or expedient for my (our) legal representation,
- **and to appoint deputies (substitutes)** with equivalent or limited authority.

**Should no other fee agreement** have been or be concluded, the following is deemed to be agreed with regard to the appropriate **legal fee** due:

I (we) undertake jointly to pay you (and your substitutes) **legal fees and disbursements** of all kinds (especially duties, charges, out-of-pocket expenses) at the respective prevailing rate in accordance with the **Autonomous Guidelines for Lawyers' Fees** (AHK) of the Council of the Chamber of Austrian Lawyers, alternatively or supplementarily according to the provisions of the **Austrian Act on Lawyers' Fees** (RATG, optional individual performances or standard rate) or of the **Notary Tariff Act** (NTG), whose provisions have been explained to me (us). The attorney is authorised to optionally charge its services at **hourly rates** (per 10 minute unit commenced) at a net hourly rate of €250 (plus value-added tax and disbursements). Assignment of claims for legal fees to persons subject to a legally recognised duty of secrecy is permitted. Contested fee claims may also be deducted from payments received by the attorney for the principal(s). The attorney shall be authorised to charge lump sum disbursements for postage, etc., in which case 7% will be added to fee notes up to €5,000 net, 5% on fee notes up to €20,000 and a lump sum of 3% thereafter. JMKS is a registered mark of JEANNÉE Rechtsanwalt GmbH, which is the sole attorney. In accordance with clause 2 of the General Terms of Engagement on the reverse and pursuant to §14 Austrian Lawyers' Code (RAO), the attorney is authorised to make use of substitute lawyers to fulfil its mandate. It is permitted for monies of the principal(s) deposited with the attorney to be offset against outstanding fee claims, even if this fee is disputed.

**Austrian law** shall prevail, the place of performance and **venue shall be 1010 Vienna**. The General Terms of Engagement on the reverse have been produced to me (us) and have been noted and approved as an integral part of this agreement.

**Agreement pursuant to §17a Guidelines for Practising as a Lawyer and for the Supervision of the Duties of Lawyers** (RL/BA): The liability of the legal partners for damages arising from their activity or those of any of its directors and shareholders is limited to the effect that the latter are not liable for damages based on negligence if these exceed the sum insured of €2,400,000.

Vienna, \_\_\_\_\_

\_\_\_\_\_  
Signature/Corporate signature

<sup>1</sup> Please delete if not applicable!

Principal:

Forename, Surname / Company ..... Telephone (landline) .....

Born on / FN ..... Telephone (mobile) .....

Address line 1 ..... Fax .....

Address line 2, postcode ..... E-Mail .....

Bank (Name, sort code) ..... Account number .....

**GENERAL TERMS OF ENGAGEMENT****1. Scope of application**

The contractual terms apply to all activities and judicial or official - as well as extrajudicial - acts of representation, which are undertaken in the course of a contractual relationship between Rechtsanwältin GmbH (hereinafter referred to as "the Company") and the client. The contractual terms also apply to new mandates, unless otherwise agreed in writing.

**2. Mandate and power of attorney**

**A client-lawyer relationship exists exclusively with JEANNÉE Rechtsanwältin GmbH.** The client shall only be that person or company designated in the mandate confirmation, but not any affiliated undertakings, shareholders, etc. A lawyer shall be responsible for handling the client's legal issues without delay. Pursuant to Sec. 14 Lawyers Code (*RAO*), the Company reserves the right to involve other lawyers as substitutes and legal employees in processing a mandate. The attorney-in-fact, JEANNÉE Rechtsanwältin GmbH, has an ongoing substitution relationship with the independent lawyers Dr Reinhard Mikula, Mag. Dominik Konlechner and Mag. Manuela Stanek. The external image, JMKS Jeannée, Mikula, Konlechner, Stanek, *Legal Partners*, is not, therefore, an ordinary partnership, but only a trademark of Jeannée Rechtsanwältin GmbH. The Company shall be entitled and obliged to represent the client to the extent that is necessary and expedient for fulfilment of the mandate. Should the legal position change after the mandate has come to an end, the Company shall not be obliged to point out to the client any changes or consequences arising therefrom.

**3. Principles of representation**

The Company shall be required to conduct the representation with which it has been entrusted in accordance with the law, and to represent the client's rights and interests with diligence, loyalty and conscientiousness vis-à-vis all persons. The Company shall be entitled to carry out its services at its discretion and to take all steps, in particular to use all means of prosecution and defence, as long as they do not conflict with the client's mandate, the lawyer's conscience, or the law. If there is imminent danger, the Company shall be entitled to take or refrain from action not expressly covered by the issued mandate or which contravenes instructions given, if this appears to be urgently necessary in the interests of the client.

**4. Obligations on the part of the client to provide information and to co-operate**

Once the mandate has been issued, the client shall be obliged to immediately provide the Company with all information and facts that could be significant to execution of the mandate, and to make accessible all necessary documentation and evidence. Unless their incorrectness is manifest, the Company shall be entitled to assume the correctness of the information, facts, legal documents, documentation and evidence. Whilst the mandate is in place the client shall be obliged to notify the Company of all changed or newly occurring circumstances, which could be significant to execution of the mandate, immediately they become known.

**5. Duty of confidentiality and conflict regulations**

The Company's shareholders and employees are bound to maintain confidentiality regarding all matters entrusted to them and facts that otherwise become known to them in their professional capacity, whose confidentiality is in the interests of the client. The Company's shareholders and employees shall be released from the duty of confidentiality only insofar as is necessary for pursuit of the Company's claims (in particular the Company's fee claims) or to defend claims against the Company (in particular claims for compensation for damages made by the client or third parties against the Company).

**9. Client's legal expenses insurance**

9.1. If the client has legal expenses insurance, it must immediately notify the Company thereof and produce the necessary documentation. 9.2. Disclosure of legal expenses insurance by the client and obtaining coverage under the legal expenses insurance by the Company shall not affect the Company's fee claim against the client and shall not be regarded as the Company's consent to satisfaction of its fee with the payment made by the legal expenses insurance, unless this is expressly noted in the power of attorney. 9.3. The Company shall not be obliged the claim the fee direct from the legal expenses insurance, but can demand remuneration in full from the client.

**10. Termination of the mandate**

The mandate may be dissolved by the Company or the client at any time without adhering to a period of notice and without stating reasons. The Company's claim to a fee for any services already rendered shall not be affected thereby. In the event of a flat-rate agreement, the invoice shall nonetheless be issued in accordance with the tariff, but the flat-rate amount shall form the upper limit on the Company's claim to reimbursement of costs and expenses.

**11. Choice of law and venue**

The terms of engagement and the client-lawyer relationship regulated by them shall be subject to substantive Austrian law. Concerning all disputes arising in connection with this agreement, the parties to the agreement agree that the Vienna bar becomes aware of the damage and the person of the tortfeasor, or of any other event giving rise to a claim, but at the latest after expiry of five years following the conduct which is damaging or gives rise to a claim. association's arbitration tribunal shall decide in accordance with the arbitration rules laid down in the arbitration regulations.

**6. Fees**

6.1. Unless otherwise agreed, the Company shall be entitled to an appropriate fee. 6.2. Even if a flat-rate or time-based fee, or a percentage-based deduction from the standard fee has been agreed, the Company shall at least be due the sum for refund of costs, supplementary to this fee, recovered from the opponent or third party, if this can be collected, and otherwise the agreed flat-rate or time-based fee. 6.3. Statutory value-added tax, the necessary and appropriate expenses (e.g. travelling expenses, telephone, fax, copies) and the cash disbursements made in the client's name (e.g. court fees) shall be added to the fee owed the Company or agreed with it. 6.4. The client notes that an estimate concerning the level of the anticipated fee to be incurred undertaken by the Company and not expressly designated as binding shall not be binding and shall not be deemed a binding cost estimate (within the terms of Sec. 5(2) Austrian Consumer Protection Act (*KSChG*)), because by their nature the extent of the services to be provided by a lawyer cannot be reliably assessed in advance. 6.5. The Company shall be entitled to issue fee notes and request retainers at any time, but in any case quarterly. €70.00 net reminder fees will be charged, plus additional costs, with effect from the second reminder. 6.6. Should the client be an entrepreneur, a fee note forwarded to the client and duly itemised shall be deemed to have been approved if and insofar as the client does not object in writing within one month (receipt by the Company shall be decisive). 6.7. Should the client default on payment of all or part of the fee, the client shall pay the Company the statutory level of default interest, but at least 4% above the respective base interest rate. Any supplementary statutory claims (e.g. Sec. 1333 Austrian Civil Code (*ABGB*)) shall not be affected thereby. 6.8. All judicial and official costs and fees may be forwarded to the client for direct settlement. 6.9. Should a mandate be issued by several clients in a case, they shall be jointly and severally liable for all resulting claims by the company. 6.10. The client's claims to reimbursement of costs and expenses against the opponent are hereby assigned to the Company, as they arise, to the amount of the Company's fee claim. The Company shall be entitled to inform the opponent of the assignment at any time.

**7. Company liability**

7.1. The Company's liability for erroneous advice or representation shall be limited to the sum insured available for the specific loss event, but shall exist to the amount of the sum insured specified in the applicable version of Sec. 21a Lawyers' Code (*RAO*) as a minimum, which is currently €2,400,000.00. If the client is a consumer, this limitation of liability shall only apply in the event of slight negligence. The maximum amount refers to an insured event. If there are two or more competing claimants (clients) exist, the maximum amount for each individual claimant is to be reduced proportionate to the relationship between the claims. 7.2. The Company shall only be liable for third parties (in particular external experts), who are neither employees nor shareholders of the Company, appointed with the client's knowledge to carry out individual services within the scope of provision of services, if the Company was at fault in selecting them. 7.3. The Company shall only be liable to its client, not to third parties. The client shall be obliged to expressly point out this circumstance to third parties which come into contact with the Company's services due to the client's involvement. 7.4. The company shall only be liable for knowledge of foreign law if it has agreed this in writing or if it has offered to examine foreign law.

**8. Statute of limitations and preclusion**

Unless a shorter period of limitation or preclusion period applies by law, all claims (if the client is not an entrepreneur within the meaning of the Austrian Consumer Protection Act (*KSChG*), but not warranty claims) against the Company shall lapse if they are not legally asserted by the client within six months (if the client is an entrepreneur within the meaning of the Austrian Consumer Protection Act (*KSChG*)) or within a year (if the client is not an entrepreneur) from the date on which the client

**12. Concluding provisions**

Unless the client is not a consumer within the meaning of the Austrian Consumer Protection Act (*KSChG*), any amendments or supplements to these terms of engagement shall be effected in writing in order to be legally valid. Any declarations by the Company to the client shall in any event be deemed to have been received if they have been sent to the address provided by the client upon issuing the mandate, or the change of address notified in writing thereafter. Unless otherwise agreed, the Company can, however, correspond with the client in any way which it deems appropriate. Unless otherwise specified, any declarations to be made in writing in accordance with these terms of engagement may also be submitted by fax or e-mail. In the absence of the client's written instructions to the contrary, the Company shall be entitled to conduct unencrypted e-mail correspondence with the client. The client declares that it has been informed of the associated risks (in particular receipt, confidentiality, alteration of messages in the course of transmission) and, in the knowledge of these risks, consents to e-mail correspondence being conducted in unencrypted form.