1. **Scope of Application**

1.1 The following General Terms and Conditions (the “GTC”) apply to all current and future legal services, including in particular representation in and out of court, advising in law matters or drafting of legal opinions under a contractual relationship (the “Mandate”) between you (the “Client”) and GASSER PARTNER Attorneys at Law (the “Attorneys”). The specific scope of the Mandate is to be separately agreed, either verbally or in writing.

1.2 GTC of the Client do not apply to the Mandate. Any provisions withstanding this GTC, or any additional provisions do not influence the validity of the GTC.

1.3 These GTC also apply for consumers according to the Konsumentenschutzgesetz, LGBl. 2002/164 (Consumer Protection Act, KSchG) as long as they do not contradict mandatory provisions of the KSchG.

2. **Mandate and Power of Attorney**

2.1 The Law Firm is entitled and obliged to represent the Client insofar as this is expedient and necessary for the performance of the Mandate.

2.2 Tax advice is not subject to the mandate. For tax issues and implications, the Client should consult, at his or her own responsibility, third-party professionals (such as tax advisors, auditors, etc).

2.3 When this is required, the Client has to sign a written Power of Attorney. Such a Power of Attorney can authorize the Law Firm to take single, clearly defined or any possible legal action.

2.4 These GTC are binding for all parties and respective legal successors. No right or obligation within the scope of the Mandate whether partly or fully or the Mandate itself may be assigned to any third party (mandate assignment) whatsoever without the other
party’s prior express and written consent. Substitution in case of impediment as defined in 7.2. remains unaffected.

3. **Principles of Representation**

3.1 The Law Firm is obliged to represent the Client in accordance with applicable law and to represent his or her interests against everyone with diligence, eager, loyalty and care.

3.2 No guarantee can be given with regard to any assessment concerning the outcome of any legal procedure.

3.3 In general, the Law Firm is entitled to decide, at its sole discretion, what services need to be provided and what necessary steps should be taken as part of the Mandate. In particular this includes the decision on which measures need to be taken, be it for the prosecution or the defence, as long as they do not contradict the Mandate or applicable law.

3.4 In case of imminent danger, the Law Firm is also entitled to do or omit any act that is not expressly covered by the Mandate or contradicts any instruction received thereunder, if this seems strongly advisable to protect the Client’s interests.

3.5 Should the Law Firm be instructed by the Client to do anything contrary to the principles of practice for legal practitioners under applicable law or any other code of conduct, it is the Law Firm’s duty to refuse such an instruction. If, in the opinion of the Law Firm, such an instruction is inexpedient or even detrimental to the Client, the lawyer in charge of the mandate has to be made aware of any potentially harmful consequences before any action is taken.

4. **Client’s Obligation to Inform and Cooperate**

4.1 After mandating the Law Firm, the Client is obliged to promptly provide the lawyer in charge with all information and facts that might be relevant to the performance of the mandate and to give access to all necessary documentation and evidence.

4.2 The Law Firm is entitled to assume that such information, facts, deeds and evidence are correct unless they seem obviously incorrect.

4.3 The lawyer in charge has to specifically consult the Client and/or take any other expedient measures for working towards the completeness of the facts of the case. Regarding the correctness of additional information 4.2 applies.
4.4 During the Mandate the Client is obliged to keep the Law Firm promptly informed about all changed or new circumstances that might be relevant to the performance thereof.

5. **Law Firm’s Obligation to Inform**

Lawyers in charge of the Mandate have to inform the Client about all the steps taken or they may take and all other procedures related to the Mandate, both verbally and in writing.

6. **Confidentiality Obligation, Conflict of Interests**

6.1 All lawyers as well as the Law Firm’s staff are obliged to keep confidential all matters thereto entrusted to them, as well as any facts that might otherwise come to their knowledge while they act in their professional capacity, the protection of which is in the Client’s legitimate interests.

6.2 Lawyers in charge of a Mandate are entitled to delegate tasks to any staff member as permitted by applicable law or any other code of conduct provided that it can be demonstrated that such a staff member has been informed about the confidentiality obligation.

6.3 The lawyers and the Law Firm’s other staff are released from the confidentiality obligation only if this is necessary for the assertion of the Law Firm’s claims (in particular those relating to consideration) or the dismissal of claims against the Law Firm (in particular indemnity claims from the Client or any third party).

6.4 The Client can at any time release the Lawyers or the Firm’s other staff from the confidentiality obligation. Even if released by the Client from their confidentiality obligation, the lawyers as well as the Law Firm’s other staff continue to be obliged to find out whether or not any statements that might have been made are in the Client’s interests.

6.5 Before a mandate is accepted, the Law Firm conducts a thorough conflict check to find out whether or not there is any risk of a conflict of interests as defined under Art 17 Rechtsanwaltsgesetz, LGBI. 2013/415 (Lawyer’s Act, RAG). If the Client at any time learns of any actual or potential conflict of interests, he or she has to immediately report this to the Law Firm.
6.6 Subject to applicable law, codes of conduct and internal policies, the Law Firm may represent one or more shareholders or any affiliate company of the Client, whose interests are not necessarily identical with those of the Client. The same applies to the Client’s competitors or parties seen as such by the Client.

6.7 If any conflict of interests arises during the term of the Mandate or becomes known subsequently, the Law Firm is entitled to terminate the contractual relationship as set out herein.

7. Sub-Authorization and Substitution

7.1 The performance of the Mandate is taken in charge by one of the Law Firm’s Partners. The Partner in charge may decide, at his or her sole discretion, to be represented by other Partners, Senior Associates or Associates. Delegations are made depending on specific know-how and to ensure an economically viable implementation of services. Responsibility for the Mandate is held by the Partner in charge.

7.2 In case of impediment, the Law Firm may delegate the Mandate or any of the actions necessary for fulfilling the Mandate agreement to another lawyer (substitution as defined in article 21 RAG).

8. Consideration

8.1 For its services, the Law Firm charges the Client at hourly rates according to effort. Hourly rates to be paid will be agreed upon in advance in writing. If no hourly rates have been expressly agreed upon the Law Firm’s standard rates apply.

8.2 In certain cases a fixed fee can be agreed upon. This has to be agreed upon in advance in writing.

8.3 If appropriate a task-based fee can be agreed. Unless otherwise expressly agreed in writing to the contrary, representation before court should be compensated in accordance with hourly rate as agreed upon.

8.4 The Law Firm should be reimbursed at least for costs awarded against the opposing party provided that such costs are collectible, otherwise it should be paid the agreed fee.
8.5 If a lawyer receives an e-mail from the Client or from the Client’s sphere sent for information purposes only, the lawyer is not obliged to read this unless expressly instructed to do so. If the lawyer reads the e-mail the effort will be charged according to the agreed hourly rates.

8.6 In case of successful litigation, without prejudice to § 879 paragraph 2 figure 2 of the ABGB (Civil Code), a surcharge may be agreed. Such surcharged can be agreed in writing in advance and is calculated according to the Lawyer’s effort.

8.7 Calculation of Hourly Rates

Hourly rates to be used in respect of upcoming lawyer’s work are separately agreed between the Law Firm and the Client. The remuneration system reflects the value of services in a way that is fair to the Client.

Unless otherwise agreed in writing to the contrary, the usual hourly rates, which are calculated according to the Lawyer’s experience and specific know-how apply.

The agreed hourly rates also apply to advice and representation in court-related matters unless the consideration resulting from the agreed hourly rates is lower than the fees as stipulated in the Gesetz über den Tarif für Rechtsanwälte und Rechtsagenten, idF LGBI. 1988/9 (Scale of Lawyer’s and Legal Agent’s Fees Act) and the according Verordnung über die Tarifansätze der Entlohnung für Rechtsanwälte und Rechtsagenten, idF LGBI. 1992/69 (Regulation on Remuneration Rates for Lawyers and Legal Agents). In this case statutorily prescribed fees apply.

The agreed hourly rates refer to legal services provided under normal circumstances. Other specific factors can also be taken into account when determining the consideration. It can depend, for example, on the type, originality or complexity of the work, the efficiency with which such work can be done, the required skills, the rates that are usually charged for similar services, the amount in dispute as well as the results to be achieved. If it seems adequate for such factors to be considered, this will be discussed with the Client.

8.8 The Client acknowledges that no assessment of a reasonably foreseeable consideration made by the Lawyers or the Law Firm’s other staff without identifying it as expressly binding is binding or should be seen as a binding cost estimate according to article 7 paragraph 2 KSchG.
The Client acknowledges that any lawyer’s fees awarded by the Court to the Client or any fees paid thereto under a settlement are likely to be too low to cover the Law Firm’s legal and consulting costs. Being awarded any lawyer’s fees by the Court or having received any payment under a settlement has no effect on the Client’s obligation to pay the Law Firm’s consideration to be calculated as agreed. Should the opposing party or parties be obliged by the Court to reimburse the Client for any costs or fees that are in excess of those charged by the Law Firm to the Client, then the balance should be paid to the Law Firm.

9. Costs and Cash Expenses

9.1 All necessary and reasonable costs as well as cash expenses incurred on behalf of the Client (usually court and administrative costs) shall be added to the agreed fee. In particular, costs and cash expenses include items such as court fees, witness fees, travel expenses and fees for external advisors and experts. Where possible, the Law Firm will inform the Client about any major or unusual expenses in advance.

All costs and cash expenses can be submitted by the Law Firm, at its sole discretion, to the Client for direct payment. Any other costs and cash expenses incurred by the Law Firm on behalf of the Client shall be included and listed in the monthly statement for the Client.

9.2 In addition, for costs such as telecommunication, copying and postage costs or the costs of online database research, the Law Firm will charge a lump-sum small-cost fee of 5% of the respective fee note. Door-to-door and express delivery costs are not included in the lump-sum small-cost fee and are subject to separate billing.

9.3 The Client is obliged to pay all invoiced costs and cash expenses incurred by the Law Firm or third-party providers in time.

10. Invoicing and Terms of Payment

10.1 The Law Firm is entitled to issue, at any time, but in any case on a monthly basis, an invoice and to demand retainers. Unless otherwise agreed in writing to the contrary, invoices issued to the Client become due and payable immediately after their receipt. If the Law Firm does not receive any written objection from the Client within 30 days of the submission of an invoice (the date on which it is received by the Law Firm is decisive), the invoice is deemed to have been accepted. In case of default, the Law Firm is entitled to charge default interest at the maximum statutorily prescribed rate from the 30th day
after the invoice date and, provided that the Client is an entrepreneur, interest at the rate specified in article 336b clause 2 Allgemeines deutsches Handelsgesetzbuch idF LGBI 1997/193 (General German Commercial Code, ADHGB), in conjunction with article 2 of the Verordnung über die gesetzlichen Verzugszinsen im Geschäftsverkehr idF LGBI. 2014/105 (Regulation on statutory default interest applicable to business transactions). In addition, the Law Firm can charge compound interest (§ 1000 paragraph 2 ABGB).

10.2 Should the Client be in default with any monthly payment or otherwise breach the mandate agreement, then the Law Firm is entitled, without prejudice to any of its rights under 10.1, (1) to suspend or defer the provision of any further services to the Client until agreement is reached about the payment of both the arrears and any future invoices and (2) to make use of the whole retainer or any unused portion thereof against any outstanding fees. Should the default continue, then the Law Firm reserves the right to end the mandate and proceed with the recovery of the outstanding debts. In such an event the Client undertakes to pay the cost of debt collection, including court costs and a reasonable lawyer’s fee (§ 1333 paragraph 3 ABGB).

11. Retainer

The Law Firm is entitled to demand that the Client pay a retainer to cover any potential remuneration claims, costs and out-of-pocket expenses. The payment of a retainer can be agreed in writing when a mandate is being granted. Any retainers paid will be treated as the Law Firm’s consideration and applied against the final invoice at the end of the mandate. Any unused portions of retainers will be returned to the Client after the end of the mandate. No interest will be paid.

12. Escrow Accounts

Where necessary, the Law Firm will open and manage an escrow account for the Client. This is to be agreed under a separate escrow agreement. If a deposit is small or is to be kept for a short period of time only, it will be moved to a collective escrow account. No interest on such funds will be paid to the Client. Upon request, larger deposits, for which it seems economically reasonable to keep them separately, can be moved by the Law Firm to an interest-yielding account held in the Client’s or the Law Firm’s name, with interest on such funds being credited to the Client. The Law Firm is entitled to charge an additional fee for opening or managing such an escrow account.
13. **Liability**

13.1 The Law Firm cannot be held liable for any damage, loss, costs or other disadvantages caused by slight or slightly gross negligence.

13.2 Furthermore, the Law Firm cannot be held liable for any indirect or consequential damage, loss, expenditure and other disadvantage or lost profit unless such liability cannot be effectively excluded under applicable law.

13.3 The Law Firm’s liability for incorrect advice or representation is currently limited to the insured sum available, but in any case at a maximum sum of one million Swiss Francs (CHF 1’000’000) per claim.

13.4 The maximum amount specified in 13.3 includes all claims that may be brought against the Law Firm for incorrect advice and/or representation, in particular those for compensation and price reduction.

13.5 The maximum amount refers to a single insured incident. In case of two or more aggrieved parties (Clients), the maximum amount of each damaged party shall be reduced in proportion to the amounts claimed.

13.6 The limitation of liability also applies to all Lawyers working for and/or acting on behalf of the Law Firm.

13.7 If the completion of any specific task is partially assigned with the Client’s knowledge to a third party who is neither a service provider nor a shareholder, the Law Firm and its legal staff can only be held liable for fault in selection.

13.8 The Law Firm can only be held liable by the Client, but not by any third party. The Client is obliged to inform any third parties brought into contact by the Client with the Law Firm’s services.

13.9 The Law Firm can be held liable for failure to know any foreign law only if this has been agreed upon in writing.

14. **Statute of Limitations/Repose**

Unless no shorter statute of limitation or repose period is stipulated by law, all claims brought against the Law Firm expire if they are not asserted in court by the Client within
six months (if the Client is an entrepreneur as defined in the KSchG) or one year (if the Client is not an entrepreneur according to KSchG) from the Client’s becoming aware of the damage or the identity of the liable party or any other event whatsoever giving rise to a claim, but not later than within five years from the conduct that has caused the damage.

15. **Client’s Legal Expenses Insurance**

15.1 If the Client is insured against legal expenses, the Client has to immediately disclose this fact to the Law Firm and provide the latter with necessary documentation.

15.2 The Client’s disclosure of being insured against legal expenses and the Law Firm’s securing that they are actually covered will not affect the Law Firm’s claim to remuneration from the Client. This does not constitute the Law Firm’s consent to its consideration being equalised with what has been received under the legal expenses insurance.

15.3 The Law Firm is not obliged to assess whether the sum insured does suffice to pay all future costs or whether the sum insured has already been exhausted due to costs already incurred or will soon be. It is up to the Client to gather information in regards to the potential costs of the Law Firm’s services. In regards to any cost estimation given 8.8 applies. The incurred costs can exceed the insured sum in any case.

15.4 In case the insurance declines the payment of the costs, the Law Firm will only assess this decision upon explicit instruction by the client.

15.5 The client is obliged to pay any costs not covered by the insurance. This also applies for any costs incurred in connection with the clarification of the case being covered and the insurance itself.

15.6 The Law Firm is not obliged to claim its consideration directly from the legal expenses insurance, but it can demand it in its entirety from the Client.

16. **Termination**

16.1 The mandate may at any time be terminated by the Law Firm or the Client in writing without giving any reasons. In such an event the Law Firm will cease to provide its services to the Client and invoice the latter for its consideration accrued before the
termination date. The Law Firm’s right to be paid for its services provided before the termination date or in connection with the termination itself remains unaffected.

16.2 Once the mandate is terminated, the Law Firm continues to represent the Client for 14 further days insofar as it is necessary to protect the Client against any legal detriments. This obligation does not exist if the Client revokes the mandate and declares that he or she does not want the Law Firm to take any action on his or her behalf.

16.3 Unless otherwise agreed in writing to the contrary, upon termination of the Mandate the Law Firm will not keep the Client informed about any changes in legislation or any changes in the assessed situation. Upon termination of the Mandate the Client is solely responsible for keeping abreast with any relevant legal changes. Notwithstanding the foregoing, however, the Law Firm reserves the right to release bulletins or newsletters to report on major legal developments of general interest. It is up to the Client, however, to initiate a review if any of the tasks or projects completed by the Law Firm has been affected by any subsequent change in legislation.

16.4 Regulations regarding confidentiality, liability and its limitation, processing of personal data, choice of law or other partial arrangements that are relevant also after the termination will survive the termination of the Mandate.

17. **Obligation to Store and Return**

17.1 The Law Firm is obliged to store the documents for ten years after the termination of the Mandate according to Article 19 RAG and deliver copies thereof to the Client during this period whenever necessary. The cost thereof will be charged as set forth in 17.3.

17.2 Upon termination of the Mandate, the Law Firm shall return the original documentation to the Client if requested to do so by the latter. The Law Firm is entitled to keep copies of such documentation. Internal records and working documents related to the Mandate remain property of the Law Firm and will be kept by the latter. This does not affect any of the rights or obligations under the privacy policy with regard to personal data.

17.3 If upon termination of the Mandate the Client demands copies of documents that were already given to him or her upon termination of the Mandate, the Client has to pay the cost thereof.
17.4 If longer storage periods are stipulated by law, those periods apply in regards to storage duration. In certain cases the Law Firm can be obliged to keep files for up to 30 years. The Client agrees that the documents on file (including the original documentation) can be destroyed upon expiry of the storage period.

18. **Choice of Law and Jurisdiction**

18.1 The GTC are exclusively governed by the law of Liechtenstein, excluding the International Private Law Act (IPLA).

18.2 It is agreed that the Princely Court of Liechtenstein in Vaduz is the only court competent to hear disputes arising from or in connection with the Mandate, including those relating to the validity of these GTC.

18.3 However, the Law Firm is also entitled to assert any claim before any court, including foreign courts, in the district of which the Client has his or her registered office, domicile, branch office or assets or to which he or she is otherwise related.

18.4 Any costs arising from the fact that the fee invoiced is not paid in time by the Client are to be borne by the Client.

19. **Final Provisions**

19.1 Any changes or additions in relation to the Mandate have to be agreed upon in writing.

19.2 The Law Firm’s statements and notifications are considered received by the Client if they have been sent to the Client’s address named when mandating the Law Firm or when sent to a changed address subsequently notified in writing. However, unless otherwise agreed to the contrary, the Law Firm can communicate with the Client in any manner considered to be appropriate.

19.3 Unless otherwise agreed to the contrary, any statements or changes to be made in writing can also be made by fax or e-mail.

19.4 If not instructed in writing to the contrary by the Client, the Law Firm is entitled to communicate with the former by e-mail without encryption. The Client declares the agreement to the risks that might arise in connection therewith such as, in particular, interception, withholding or modification of messages during the communication being transmitted.
19.5 The invalidity of one or more provisions of the GTC does not affect the validity of the remaining provisions. If any provision is found to be unenforceable, it should be replaced with a provision that comes as close as possible to the economic result of the unenforceable provision.

Version as of September 2019