

**TERMS AND CONDITIONS OF ENGAGEMENT (TERMS)
OF DR. STEFAN WARBEK / WARBEK ATTORNEYS AT LAW (WARBEK)**

SECTION 1

SCOPE OF APPLICATION

- 1.1 These Terms and Conditions of Engagement (the "Terms") are applicable to any services provided by WARBEK in respect of the professional representation of parties and the provision of legal advice in judicial and extra-judicial matters, the acceptance of es-crows, the drafting of documents or any other services provided in the context of a contractual relationship between WARBEK and the client (hereinafter: the "engagement").
- 1.2 Unless the following terms and conditions modify any existing legislation, an engagement is governed by and construed in accordance with the provisions of the Regulations Regarding Lawyers' Practices (*Rechtsanwaltsordnung - RAO*), the Civil Code (*Allgemeines Bürgerliches Gesetzbuch - ABGB*), including but not limited to those on granting power of attorney (Sections 1002 *et seq* *ABGB*). Engagements which are subject to the Consumer Protection Act (*KSchG*) shall be governed by these Terms only to the extent that these Terms are not opposed to those of the Consumer Protection Act. Amendments or side agreements shall be made in writing to be valid and are applicable only for a particular engagement.
- 1.3 These Terms shall be valid from the first engagement accepted in reliance on these Terms until new Terms are issued, as well as for all future or new engagements, even if those are accepted without any reference to these Terms.

SECTION 2

ENGAGEMENT AND POWER OF ATTORNEY, PRINCIPLES OF REPRESENTATION

- 2.1 WARBEK is entitled and obliged to represent the Client in a way necessary for and conducive to executing its engagement. If there is any change in legislation after the end of an engagement, even in case of a regularly recurring client-attorney-relationship ("Permanent Business Relationship") WARBEK shall not be required to point out any changes or resulting consequences to the Client.
- 2.2 Engagements may either be written or oral, or by way of implied action (for example by making legal inquiries or search inquiries). For this purpose, the Client grants WARBEK the following authorities, provided that these are necessary to execute the engagement:
 - a) Authority as process agent (Section 9 Service Act (*ZustellG*)).
 - b) Authority to conduct all kinds of civil proceedings (Section 31 Code of Civil Procedure (*ZPO*)).
 - c) Authority to receive for the Client's account any capital, along with interest, paid by an opponent or awarded by authorities or courts, or any other monies to be refunded by the court, as well as cost reimbursements.
 - d) Authority to make filings with the land register (including but not limited to those aimed at a loss of the principal's registered rights) and to conduct all related procedures (Section 77 (1) Land Register Act (*GBG*) in conjunction with Section 75 (2) *GBG* in conjunction with Sections 1, 4 and Section 6 (4) Non-Litigious Proceedings Act (*AußStrG*) in conjunction with Section 30 (2) *ZPO*; Section 30 (2) *ZPO* in conjunction with Section 77 (2) *GBG*).
 - e) Authority to represent the Client in all kinds of proceedings before administrative authorities (Section 10 (2) of the Act on General Administrative Procedure (*AVG*) in conjunction with Sections 1006 or 1008 *ABGB*).
 - f) Authority to conduct proceedings before constitutional and administrative courts (Section 8 (1) *RAO* and Section 30 (2) *ZPO* in conjunction with Section 17 (2) and Section 35 (1) of the Constitutional Court Act (*VfGG*); Section 8 (1) *RAO* and Section 10 *AVG* in conjunction with Section 24 (2) and Section 62 of the Supreme Administrative Court Act (*VwGG*)).
 - g) Authority to defend the Client in criminal cases (Section 39 Criminal Code (*StPO*)).

- h) Authority to represent the client in all kinds of proceedings before fiscal authorities (Section 83 Federal Tax Code (*BAO*) and by analogy the provisions of the provincial tax codes of all Austrian provinces, in conjunction with Sections 1006 and 1008 ABGB) and authority to prepare tax returns (*abgabenrechtliche Selbstberechnungserklärungen*).
 - i) Authority to procure the electronic archiving of documents in the document archives of the Austrian Bar Association (*Österreichischer Rechtsanwaltskammertag*), which are intended to be filed electronically with the courts.
- 2.3 The Client acknowledges that an engagement may be executed by any WARBEK associate, subject to his or her professional qualifications (sub-power of attorney). WARBEK is also entitled to appoint at any time another attorney-at-law not employed by WARBEK (substitute) with the same or a limited power of attorney in order to execute the engagement. In this context, WARBEK shall only be liable for fault in selecting the substitute (*culpa in eligendo*).
- 2.4 As a matter of principle, WARBEK may provide its services at its own discretion and do anything, including but not limited to employing any means of attack or defense, which are not incompatible with the Client's engagement, its conscience or the law. WARBEK will refuse to follow any of the Client's instructions, if this would be incompatible with standards of proper professional practice based on the law or other professional legal principles (such as the Legal Practice Guidelines (*Richtlinien für die Berufsausübung der Rechtsanwälte [RL-BA]*) or the case law of the Supreme Appellate and Disciplinary Board for Attorneys and Associates (*Oberste Berufungs- und Disziplinarkommission für Rechtsanwälte und Rechtsanwaltsanwärter [OBDK]*). If WARBEK believes that instructions would not be reasonable or even disadvantageous for the Client, WARBEK will notify the Client of potentially detrimental consequences before executing these.
- 2.5 In case of imminent danger, WARBEK may also do or omit anything not expressly covered by the engagement or do or omit anything contrary to the issued instruction, if WARBEK believes that this needs to be done or omitted in the Client's interest.
- 2.6 The Client shall sign a written power of attorney form upon WARBEK's request. That power of attorney may be issued for certain defined or all possible transactions or acts.
- 2.7 WARBEK shall inform the Client on an on-going and written basis about the results of its services and provide the Client with all relevant documents. Those documents shall be served to the last address disclosed to WARBEK.
- 2.8 The Client agrees that communication takes place via electronic mail ("e-mail") if he discloses his e-mail address on stationary or business cards or sends an e-mail to WARBEK. The Client acknowledges that due to the technical realities of the Internet, data may be lost, forged or uncovered by third parties during transmission via e-mail. WARBEK does not accept any liability for those consequences. WARBEK may transmit e-mails without digital signature and without specific electronic security precautions (specific e-mail encryption, such as S/MIME-based e-mail encryption and signature). Upon request of the Client secure electronic communication via "TrustNetz" can be provided (for more information visit <http://www.trustnetz.at/>). Client shall bear the expenses incurred by the use of "TrustNetz".
- 2.9 Electronic communication with WARBEK shall take place solely via the email address office@warbek.at. When transmitting messages regarding new cases that contain time limits or deadlines, the Client has to make sure in due time before the end of the time limit or deadline via telephone call, that the respective message has in fact been received by WARBEK.

SECTION 3
PROFESSIONAL FEES

- 3.1 WARBEK points out that initial legal information and advice, respectively, is chargeable. Free initial legal services are offered by the Bar Association of Tyrol and will be provided by the lawyers assigned for that purpose; you may register directly with the Bar's offices at Meranerstraße 3/III, A-6020 Innsbruck, phone: +43(0)512/587067) (current information is available at "<http://www.tiroler-rak.at>").
- 3.2 In consideration for its services, the legal practice of WARBEK is entitled to reasonable professional fees (further information about legal fees is available at the Bar Association at "http://www.rechtsanwaelte.at/downloads/mein_recht_ist_kostbar.pdf"). If WARBEK has not agreed with the Client on the fees in advance, the rates of professional fees are governed by the following: *Rechtsanwaltstarifgesetz (RATG)*, *Allgemeine Honorar-Kriterien des Österreichischen Rechtsanwaltskammertages (AHK)*, respectively available at <https://www.rechtsanwaelte.at/buergerservice/infocorner/gesetzestexte/>, and *Notariatstarifgesetz (NTG)*; available for example at www.ris.bka.gv.at).
- 3.3 WARBEK may calculate its professional fees by reference to the time spent by its lawyers on the basis of hourly rates that depend on the questions raised and the value of money involved in an engagement. WARBEK will bill the Client for the full time WARBEK employees have devoted to the matter, including but not limited to perusing documents, reading laws, legal writings and case law, travel times, errands (referred to as *Kommissionen*, such as inspecting files in court), client reports, drafting and revising documents and holding internal meetings. This includes also any report letters or e-mails, phone calls in the matter with the opponent or with authorities carried out by its secretaries. WARBEK will not charge pure secretarial work which is done at its office (such as typing, telephone exchange services, fixing appointments between the Client and WARBEK, document management). Professional fees by reference to the time spent are billed on the basis of the disclosed hourly rates or, if regular services are provided to the Client, at the hourly rates charged for a previous already billed engagement, unless specifically agreed otherwise. WARBEK will bill the Client for five-minute units. The Client should specifically acknowledge that professional fees based on hourly rates may exceed the legal expenses insurance cover or any fees to be determined on the basis of RATG recoverable from third parties and that it will be the Client's responsibility to pay for any difference (see Section 4).
- 3.4 WARBEK is entitled to professional fees for each single service provided, including for all services of WARBEK which may not be implemented as intended for any reason not attributable to WARBEK (for example, if the debtor paid a claim due to the Client after drafting, yet before filing the complaint with the court or because the Client is not able to execute a contract with his contracting party). If an assignment is not finished in part or in whole after it has been commissioned, WARBEK is nevertheless entitled to the agreed flat-rate fee, if WARBEK was prepared to render the service and was prevented by reasons that lie within the scope of the Client (§ 1168 ABGB); WARBEK does not have to take into account, what WARBEK earns or could have earned by other use of its work force or the work force of its employees.
- 3.5 Flat-rate fees may be agreed for a certain maximum volume of services (e.g. terms and conditions, draft contracts) based on written quotes issued by WARBEK. Any additional services the Client may request will be charged separately. All or any portion of these flat-rate fees may be billed at any time even before all underlying services were provided. The Client will have to pay the agreed flat-rate fees also if he does not use all services covered (for example because contract negotiations were prematurely discontinued or because the Client has not requested any changes or modifications). If the Client does not use the services covered by a flat-rate payment of fees within a reasonable period of time, the following shall apply: WARBEK is required to ask the Client for feedback within a reasonable grace period. Should the Client not appropriately cooperate, WARBEK may assume that the Client accepts the services covered by the flat-rate

- fee. If the Client wishes to use still outstanding services covered by the flat-rate payment after expiry of the grace period, he shall pay for any additional efforts (such as the requirement to re-read documents) due to the delay at the disclosed rates for additional services or pursuant to Section 3.2.
- 3.6 Even if WARBEK has agreed on flat-rate fees or charges by reference to the time spent, WARBEK will be entitled to any costs awarded in (judicial or non-judicial) proceedings in which the Client prevails and which are recoverable; otherwise WARBEK is entitled to the agreed flat-rate fees or charges in reference to the time spent.
 - 3.7 Professional fees are net amounts, subject to statutory value-added tax. Those Clients who are entrepreneurs must disclose their valid VAT number. Besides our professional fees, WARBEK will also charge the Client for necessary and reasonable disbursements (such as travel expenses, accommodation, phone and fax charges, photocopies) and for any fees incurred on behalf of the Client (such as court fees, patent office fees, trademark fees, patent fees, design fees, fees to obtain excerpts from the companies register and the land register, other official fees). The Client is required to make reasonable advance payments for expenses and costs (collectively "disbursements") at the commencement of our retainer.
 - 3.8 WARBEK may remit invoices progressively at any time and may ask the Client to provide WARBEK with funds in advance at any time. As a rule, WARBEK will remit invoices once a month as of the last day of a month. Upon request of the Client, WARBEK will attach a statement of our services to invoices, unless flat-rate fees were agreed with the Client. Disbursements, including but not limited to expenses paid to courts and authorities (e.g. taxes, duties) and costs (e.g. for sub-contracted services by translators, experts or foreign correspondence lawyers) may be remitted to the Client for direct payment by the Client.
 - 3.9 The Client may not retain payments or set off his own claims against our fees payable, unless professional standards provide otherwise in a particular case or those claims were expressly acknowledged or determined with final effect.
 - 3.10 The Client acknowledges that any of WARBEK's cost quotes, which were not expressly referred to as being binding in respect of the anticipated amount of professional fees, are non-binding in nature and cannot be regarded as binding cost quotes (pursuant to Section 5 KSchG), since by their very nature the scope of legal services cannot be reliably determined in advance, which is why professional fees that actually accrue may significantly be higher than those estimates.
 - 3.11 As a matter of principle, estimated amounts of other costs which are expected to arise (e.g. expenses payable in court proceedings, costs arising for the registration of property rights by virtue of oppositions of third parties, official fees, taxes and the like) are non-binding in nature, because payments claimed by third parties, by their nature, cannot be reliably determined in advance. Unless otherwise agreed, those cost quotes, statements of fees in case of international applications for registration of property rights and the like are always chargeable.
 - 3.12 An invoice shall be deemed approved, unless the Client objects to it by written notice within one month from receipt of the invoice. If the Client objects to charged flat-rate fees or time-based fees unjustified or defaults on payment, WARBEK may charge fees at the rates set forth in RATG, NTG and AHK rather than the flat-rate fees or time-based fees, and invoice any discounts granted.
 - 3.13 Invoices are due for payment within five days. Payments can be made with debt-discharging effect only directly to WARBEK. If the Client owes WARBEK several claims, the Client's payments will be applied to the earliest claim. Payments are always applied towards disbursements (Section 3.7), then towards interest, and finally towards the principal claim. In case of default with payment, default interest at the statutory rate shall be payable. WARBEK may particularly charge reasonable dunning charges.
 - 3.14 If WARBEK has been retained by several Clients in a single matter, those Clients shall be jointly and severally liable for the professional fees of WARBEK.
 - 3.15 Whenever a Client is entitled to recover costs from his opponent, those claims are as-

signed to WARBEK in an amount equal to WARBEK'S professional fees (Section 19a RAO). WARBEK may disclose the assignment to the opponent at any time.

SECTION 4
CLIENT'S LEGAL EXPENSES INSURANCE

- 4.1 The Client shall immediately and unsolicitedly inform WARBEK in case he holds any legal expenses insurance, and the Client shall disclose the necessary documents. If the Client has not yet obtained a commitment from the insurer to provide cover, he shall independently do so in due time. The Client may also instruct WARBEK to do so. In this case, WARBEK will make a request for cover of legal expenses. Legal reviews of the existence and scope of legal expenses insurance cover (and especially if insurance cover is denied) are carried out only upon separate instruction.
- 4.2 As a matter of principle, reporting takes place only to the Client. Reports will not be made to third parties such as the Client's insurance brokers or agents, unless WARBEK was expressly released from confidentiality in writing.
- 4.3 The following Sections 4.3.1 – 4.3.3 do not apply in cases in which WARBEK and the insurer have directly agreed otherwise. The Client may assume such an agreement, if the insurer or its insurance broker or agent directly refers the case to WARBEK.
 - 4.3.1 It should be noted that correspondence to the insurance company (especially inquiries for cover) and reports to the Client are regularly not covered by legal expenses insurance and are therefore payable by the Client himself.
 - 4.3.2 WARBEK's entitlement to recover professional fees from the Client shall not be affected by the Client's disclosure of legal expenses insurance or the insurer's commitment to provide cover; that notification shall not be deemed an agreement that the insurance benefits will cover the professional fees. The Client shall particularly pay for deductibles, if any, which his legal expenses insurance may provide, and for any differences to other forms of invoicing (hourly billing by reference to the time spent, flat-rate expenses).
 - 4.3.3 WARBEK shall not be required to recover its fees directly from the insurer, but may claim the total compensation from the Client.

SECTION 5
CLIENT'S OBLIGATION TO PROVIDE INFORMATION AND TO COOPERATE

- 5.1 For the purpose of executing the engagement, WARBEK needs all relevant information and documents in Client's possession in order to issue a sound legal opinion and recommendations as to the further course of action. Consequently, the Client shall immediately provide WARBEK with any information and facts, including but not limited to any changes in or new circumstances, which may be significant in connection with executing the engagement, and shall make available any necessary documents and evidence. Client has to cooperate and contribute to WARBEK's statutory obligation to thoroughly review transactions in regard of the risk of money laundering and terrorist financing, especially by providing relevant information and documents (see Section 9.7). WARBEK may assume that such information, facts, documents, records and evidence are correct and complete, unless their incorrectness or incompleteness is obvious.
- 5.2 WARBEK may base the further course of action on the information received from the Client without verification, unless WARBEK is aware of any error or misinformation on the Client's part.
- 5.3 If any matter involves the – even partial – application of the laws of another state, the Client shall procure advice from an attorney licensed in the relevant jurisdiction, unless expressly agreed otherwise in writing. WARBEK shall be liable for its advice only by reference to the laws applicable in Austria (see Section 7.6).

SECTION 6 CONFIDENTIALITY, CONFLICTS OF INTEREST

- 6.1 WARBEK is obliged to keep confidential any matters confided to it and all facts which have otherwise become known to it as a legal practice. In case of judicial and other regulatory proceedings, it may assert this right of confidentiality subject to procedural rules. This right exists in particular in civil proceedings (Section 321 (1) (4) of the Code of Civil Procedure (*ZPO*)), in criminal proceedings (Section 157 (1) (2) of the Code of Criminal Procedure (*StPO*)), in administrative proceedings and criminal administrative proceedings (Section 49 (2) of the General Administrative Procedure Act (*AVG*), Section 24 of the Administrative Penalties Act (*VStG*)), in disciplinary proceedings (Section 107 (5) of the Federal Disciplinary Act (*BDG*)) and in tax proceedings (Section 171 (2) of the Federal Tax Code (*BAO*)).
- 6.2 WARBEK shall be released from that confidentiality obligation by written notice of the Client; however, WARBEK may refuse to provide information if it is not ensured that its statements would not be incompatible with the Client's interests. WARBEK shall be released from its confidentiality obligation pursuant to the Regulations Regarding Lawyer's Practices (*RAO*) to the extent this is necessary to recover its own claims (e.g. professional fees payable) or to defend claims (e.g. damages).
- 6.3 WARBEK is required to verify whether the execution of an engagement gives rise to a conflict of interest pursuant to the Regulations Regarding Lawyer's Practices (*RAO*).
- 6.4 Client is well aware that WARBEK may in certain cases be obliged by law to give information or notifications to public authorities without prior approval of Client; in particular, WARBEK wants to point out statutory provisions regarding the risk of money laundering and terrorist financing as well as taxation rules (for example *Kontenregister- und Konteneinschaugesetz, Gemeinsamer Meldestandard-Gesetz* etc).

SECTION 7 LIABILITY

- 7.1 WARBEK shall be liable for property and pecuniary damage only if it has breached contractual obligations due to intent or gross negligence. WARBEK's liability for erroneous advice or representation shall be limited to the insured sum available for the specific claim, but amounts at least to the insured sum set forth in Section 21a RAO, as amended, which is currently EUR 400,000 (four hundred thousand Euros). If the Client is a consumer, this restriction of liability shall apply only if damage was caused by minor negligence. If there are two or more competing injured parties (Clients), the maximum amount due to any single injured party shall be reduced in proportion of the amounts claimed.
- 7.2 Whenever the Client himself is (partly) to blame for the occurrence of damage, his entitlement to liability shall be reduced pursuant to the terms and conditions of the Civil Code (*ABGB*). Such (contributory) fault of the Client is deemed to exist in particular if he fails to cooperate as necessary, conceals significant circumstances or provides incomplete information to WARBEK.
- 7.3 The Client acknowledges that WARBEK is liable only for those services which the Client uses according to the purpose of the engagement. As a result, WARBEK shall not be liable in any event for any use of services by the Client contrary to or outside an engagement (e.g. use of a draft contract prepared by WARBEK in another context or with another contracting party).
- 7.4 WARBEK shall be liable for services provided by third parties independently selected and engaged by WARBEK (e.g. external experts, tax advisors, patent attorneys) only in case of fault in selecting (*culpa in eligendo*).
- 7.5 The Client acknowledges that WARBEK is liable only to the Client himself, but not to third parties. The Client shall expressly bring this fact to the attention of third parties who come into contact with WARBEK's services (e.g. an opinion) on account of the Client's efforts.

- 7.6 WARBEK shall be liable for the knowledge of foreign law only if this was agreed in writing. The laws of the EU Member States, but not EU law as such, shall be regarded as foreign law (see Sections 5.3, 10.3).
- 7.7 Unless a shorter limitation or preclusion period applies by law, all claims (with the exception of warranty claims, if the Client is a consumer as defined in the Consumer Protection Act) against WARBEK shall lapse, unless the Client has asserted them in court within six months (if the Client is an entrepreneur as defined in the Consumer Protection Act) or within one year (if the Client is a consumer) from the point in time at which the Client has become aware of the damage or the damaging party, or of the incident that otherwise gave rise to a claim, but at the latest after the expiry of five years as of the conduct causing the damage.

SECTION 8

REPRESENTATION OF DEBTORS, INFORMATION ABOUT DEBTOR'S LIABILITIES IN AUSTRIA

- 8.1 The Client is made aware of the provisions of Sections 66 *et seq* of the Austrian Insolvency Code (*IO*), in particular of the fact that, if insolvency filing requirements are fulfilled, the relevant petition shall be filed without culpable delay, but at least within 60 days after a reason for insolvency has occurred. If the requirements for insolvency exist (Sections 66, 67 *IO*) the debtor may also apply for rehabilitation procedures.
- 8.2 For the sake of clarity, WARBEK incorporates by reference the insolvency offences set out in the Criminal Code (*StGB*) (Sections 156 to 159 thereof), in particular fraudulent infringement of bankruptcy laws (Section 156 *StGB*) as well as negligence affecting creditors' interests (Section 159 *StGB*).
- 8.3 Furthermore, WARBEK incorporates by reference the liability provisions applicable to members of the managing board and managing directors set out in the relevant legislation, i.e. the Stock Corporation Act (*AktG*) (Sections 84, 255, 258 thereof) and the Act on Limited Liability Companies (*GmbHG*) (Sections 25 to 27, 122, 125 thereof), the Business Reorganisation Act (*URG*) (Sections 22 to 24, 26 to 28 thereof) as well as tax legislation (Sections 9 (1), 80 *et seq.* of the Federal Tax Code (*BAO*), Section 67 of the General Social Security Act (*ASVG*). The same shall apply in respect of the relevant liability provisions applicable to members of the supervisory board (Section 99 *AktG*; Section 33 *GmbHG*; Section 25 *URG*).

SECTION 9

ESCROWS

- 9.1 Whenever WARBEK acts as escrow agent, the *Treuhandbuch der Tiroler Rechtsanwaltskammer* (legal guidelines for escrows agents by the Bar Association of Tirol), as amended, shall apply.
- 9.2 If WARBEK has procured filings (eg request for cancellation, filings with the land register or the companies register or other changes of entries in registers) or procured documents or statements from third parties, these shall be pure commitments of use rather than a warranty obligation for a corresponding success. The Client shall be obliged to best possibly cooperate and shall issue all statements pursuant to the *Treuhandbuch der Tiroler Rechtsanwaltskammer* (including but not limited to the forms provided by the Bar Association). The Client agrees that the auditor may inspect the file and releases WARBEK from its professional confidentiality obligations in respect of executing the escrow towards the auditor and the Bar Association.
- 9.3 The escrow may be a unilateral or multi-party escrow. In case of doubt, the escrow shall be deemed a multi-party escrow. A multi-party escrow may be revoked only by all grantors collectively.
- 9.4 WARBEK may retain any document it needs in order to fulfil the escrow and the related obligations.
- 9.5 If any disputes arise between the grantors in respect of the requirements or terms under which escrow monies may be released, WARBEK, as escrow agent, may deposit the escrow monies with a court. In any event, WARBEK shall irrevocably be entitled to

pay any court fees and disbursements arising in connection with depositing escrow monies with the court from the escrow monies and may recover any outstanding professional fees from such monies. WARBEK shall disclose to the escrow parties the deposit and shall indicate the case number and the amounts deducted from the escrow monies.

9.6 WARBEK will charge a fee at least at a rate set forth in Section 24 *NTG* for the receipt and custody of monies, savings books, securities, valuables, including but not limited to the booking, settlement and release and return or deposit thereof with authorities, and for the execution of escrows by WARBEK.

9.7 In view of the risk of money laundering and terrorist financing, WARBEK is obliged by law to review particularly thoroughly any transactions in which it carries out finance or real estate transactions in the name and for the account of the Client or in respect of which it participates in planning or executing those transactions for its Clients, which concern the following:

- a) the purchase or sale of real estate or companies,
- b) the management of funds, securities or other assets, the opening or management of bank accounts, savings accounts or securities deposits, or
- c) the formation, operation or management of trusts, companies, foundations or similar structures, including the procurement of the funds necessary to set up, operate or manage companies.

The Client shall reasonably cooperate to allow WARBEK to fulfil its corresponding diligence obligations and provide the necessary information and evidence (eg proof of identity, evidence to determine the actual beneficial owner in case of legal entities, bank clearance certificates).

SECTION 10

DRAFTING OF CONTRACTS

10.1 In connection with the execution of its engagement, WARBEK shall be obliged only vis-à-vis its Client. Furthermore, WARBEK shall be liable only for those services which the Client is using according to the purpose of the engagement (see also Section 7.3). Accordingly, the Client acknowledges that WARBEK shall not be obliged to take any precautions for any situations in which the Client uses a contract contrary to or outside an engagement (e.g. use of a draft contract prepared by WARBEK in another context or with a different contracting party). Such multiple use shall rather be prohibited (see Section 12 below), if it is inconsistent with the purpose of the engagement (e.g. terms and conditions) or was not approved by WARBEK in writing.

10.2 In principle, a contract drafted upon the Client's request, which is used as a template also by the Client's unrepresented contract partner will only constitute a commitment of WARBEK vis-à-vis its Client.

10.3 WARBEK is thus liable towards its Client's contract partners for tort only. Contracts that involve situations outside of Austria are governed by Section 7.6. WARBEK disclaims any liability to (non-involved) third parties also if WARBEK could assume that they are aware of the contract and could be able to act accordingly.

SECTION 11

ENGAGEMENTS CONCERNING PATENTS, UTILITY MODELS, TRADEMARKS, DESIGNS, COPYRIGHTS

11.1 Patents, utility models, trademarks, designs, copyrights (collectively "Industrial Property Rights") frequently represent a significant part of a company's value. The Client acknowledges that such Industrial Property Rights, although granted by authorities, may be subject to opposition by third parties or cancellation by the respective office if the statutory requirements exist.

11.2 Naturally, the confidentiality obligation pursuant to Section 6 of these Terms includes also any signs (e.g. names, logos), inventions, designs or other services eligible for protection which WARBEK has become aware of and for which the Client seeks protection (e.g. as trademark, domain, company name, patent, model).

- 11.3 The Client acknowledges that IP searches, by their very nature, cannot always provide reliable and complete results (e.g. due to open priority periods, local or non-registered property rights or prior publications). Accordingly, WARBEK disclaims any liability for the correctness and completeness of search results. IP searches shall primarily provide an overview and support the decision-making process (e.g. in case of apparent conflicts).
- 11.4 WARBEK points out that the sign to be registered as trademark should be selected carefully and should be clearly distinguishable from other signs in the industry, and that third-party copyrights, including but not limited to logos, should be taken into account. The flat-rate fees offered for trademark searches or registrations regularly do not include advice in respect of the selection or design of the sign which shall be registered as trademark. Such advice is chargeable and will be provided by WARBEK only upon the Client's request. WARBEK recommends that the Client conducts searches to discover similar signs of third parties (e.g. trademarks, company names, domains) before making an application to register a trademark (see Section 11.3 above). WARBEK will conduct searches only upon the Client's separate request and will charge separate fees for those activities. If the RATG applies, fees are charged at the rates set forth in TP 7/2. If WARBEK and the Client have agreed on hourly billing, WARBEK will charge the current hourly rate, plus disbursements (e.g. fees payable to the offices for data base inquiries).
- 11.5 WARBEK will file applications for the registration of trademarks or models no later than ten business days after completed coordination with the Client and the Client's written release notice and receipt of the complete fees and complete professional fees (sending date). WARBEK has only limited ability to influence the length of the registration proceedings and the actual registration date of a trademark or model, as these decisions are predominantly within the control of the corresponding trademark offices.
- 11.6 Flat-rate fees for applications to register trademarks and models include generally the application proceedings until the registration of the property right; a flat-rate price does not include any services which are necessary due to oppositions of the offices or rights asserted by other rightholders, such as oppositions or judicial action of third parties. Those services are chargeable separately if they arise in the context of the application process. Unless otherwise agreed, statements of fees in case of international applications for registration of property rights and the like are always chargeable. The terms and conditions for an application disclosed by WARBEK in a particular case shall apply.
- 11.7 After receipt of the registration certificate, WARBEK will examine its consistency with the application. In case of Community trademarks, the registration certificate states the goods and services in all official languages of the European Union. WARBEK will only examine the German text of the goods and services. Other languages are reviewed only if the Client instructs WARBEK to do so, and those services are charged separately.
- 11.8 In case that a trade mark or design application is assigned but not filed – i.e. because of conflicting marks/designs or because of a change in the business interests – Section 3.4 is applicable.
- 11.9 All matters of industrial property rights (i.e. prosecution of product piracy, infringement of property rights proceedings, criminal private prosecution proceedings, opposition proceedings, invalidation proceedings) are being charged on the basis of the assessment basis for industrial property rights according to AHK as well as according to the respective statutory tariff of a civil proceeding. Research (i.e. industrial property rights research, shape and geometry research, similarity research) are being charged according to tariff 7/2 if the RATG is applicable, otherwise, in case of hourly billing, according to the current hourly rate, both plus disbursements (e.g. fees payable to the offices for data base inquiries).

SECTION 12 COPYRIGHTS

- 12.1 Legal contracts, drafts, opinions, legal briefs etc are copyrighted. WARBEK holds the exclusive copyrights to any materials prepared by WARBEK. In case of any doubt, WARBEK will only grant the Client the right to use the work exclusively for the Client's purpose.
- 12.2 Unless evident from the purpose of the contract, the grant of a right to use these works to the Client requires WARBEK's written consent.
- 12.3 Unless otherwise agreed, any permission or right granted to the Client or third parties to use WARBEK's copyrighted works shall apply only to the scope covered by the contractual relationship. The Client's multiple use of copyrighted contract templates is prohibited, if this is inconsistent with the purpose of the engagement (e.g. terms and conditions) or was not specifically approved by WARBEK.
- 12.4 Any permission or right to use works granted to the Client shall be deemed granted only after full payment of the agreed compensation.

SECTION 13 TERMINATION OF ENGAGEMENT

- 13.1 An engagement may be terminated by WARBEK or the Client at any time without notice and without cause, without affecting WARBEK's right to its professional fees.
- 13.2 If an engagement is terminated by the Client or by WARBEK, WARBEK shall represent the Client for another 14 days when this seems necessary to protect the Client from any legal disadvantage. This obligation does not exist if the Client revokes the engagement and implies that he does not require any further services from WARBEK.
- 13.3 After termination of an engagement, WARBEK shall return original documents upon the Client's request. Official documents (such as birth certificates, certificates of citizenship) will be returned in any event. WARBEK may retain copies of those documents for purposes of documentation.
- 13.4 The Client shall pay for any costs arising from the Client's request to receive documents (copies of documents) after termination of an engagement, which he had already received in the course of executing the engagement.
- 13.5 WARBEK must preserve files over a period of five years from termination of an engagement and shall issue copies to the Client during this period, should the Client request those. The corresponding costs shall be borne by the Client. WARBEK maintains an electronic archiving system. Accordingly, after termination of an engagement, files are scanned and the hard copies destroyed, except for those original documents which are returned to the Client.
- 13.6 WARBEK will save documents over longer periods of time if this is prescribed by law. The Client agrees that hard copies of files (and also original documents) may be destroyed and electronic files deleted after expiration of the preservation period.

Section 14 DATA PROTECTION

- 14.1 The Client explicitly consents that WARBEK processes, entrusts others with or transmits (according to the European General Data Protection Regulation and/or the Austrian Data Protection Act 2000) personal data concerning the Client or his/her business (Client Data), insofar as this is necessary and appropriate for fulfillment of the engagement assigned to WARBEK by the Client or as this arises out of statutory obligations or out of the code of professional conduct (i.e. participation in the Electronic Legal Transactions system etc).
- 14.2 With regard to the data processing of Client Data to be performed by WARBEK, the Client has the following rights:
 - Right to information (Art. 15 GDPR):

The Client has the right at any time to request information about which data WARBEK processes and for what purpose.

- Right to correct the data (Art. 16 GDPR):
Should the data processed by WARBEK be or become incorrect, the Client may request a correction of the data.
- Right to cancellation (Art. 17 GDPR):
Since the processing of the data is based on a contract, the Client only has the right to ask WARBEK to delete his data when the purpose of the data processing has already been finally fulfilled and statutory retention periods have expired.
- Right to restriction of processing (Art. 18 GDPR):
Instead of a total deletion of its data, the Client may request a restriction of processing, if his data should be used only for specific purposes.
- Right to data portability (Art. 20 GDPR):
The Client has the right to receive the personal data processed by him in a structured, common and machine-readable format from WARBEK and to request that these data be transmitted to other persons responsible. This does not apply in the case of data for the duration of any contractual exclusivity.
- Right of objection (Art. 21 GDPR):
The Client has the right to object to the processing of his data at any time for reasons arising from his particular situation.

Further details on these rights can be found in WARBEK's Privacy Statement shown below and the English version of the EU General Data Protection Regulation (GDPR) at the following link: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN>.

14.3 The Client acknowledges WARBEK's Privacy Statement.

Section 15

CHOICE OF LAW AND JURISDICTION, OTHER PROVISIONS

- 15.1 Any amendment of, modification and side agreement to these Terms shall be made in writing to be effective. This shall also apply to any waiver of this written form requirement.
- 15.2 The place of performance and the place of jurisdiction shall be A-6020 Innsbruck. If the Client is an entrepreneur, exclusive jurisdiction shall lie with the court in A-6020 Innsbruck which has subject-matter jurisdiction. These Terms shall exclusively be governed by and construed in accordance with Austrian law to the exclusion of the conflict of law rules of Austrian International Private Law and the Rome I Regulation.
- 15.3 In case of a dispute about the professional fees between WARBEK and the Client, the client is free to request a review by the *Tiroler Rechtsanwaltskammer* (Tyrolean [bar association](#)); if WARBEK agrees to this review, this leads to a extrajudicial, free of charge review of the adequacy of the professional fees. Extrajudicial dispute settlement board for disputes between lawyers and consumer is the [arbitration board](#) for [consumer business](#) (www.verbraucherschlichtung.at). The Client acknowledges that WARBEK is not obliged to call in this board or submit to it, and that WARBEK will decide in case of a dispute whether to agree to an extrajudicial [arbitration procedure](#) or not.
