



BRAND RECHTSANWÄLTE GMBH

GENERAL TERMS AND CONDITIONS

Brand Rechtsanwälte GmbH

1. SCOPE OF APPLICATION:

- 1.1. These General Terms and Conditions shall apply to contractual relationships entered into with Brand Rechtsanwälte GmbH or its lawyers and shall apply to all orders and services.
- 1.2. Brand Rechtsanwälte GmbH contracts exclusively based on these General Terms and Conditions.
- 1.3. The reference to other general terms and conditions shall expressly not become part of the contract.
- 1.4. The General Terms and Conditions shall also apply to new mandates unless otherwise agreed in writing.

2. ORDER AND POWER OF ATTORNEY

- 2.1. Brand Rechtsanwälte GmbH shall be comprehensively authorized with the granting of the mandate.
- 2.2. Upon request, the client must sign a written power of attorney..
- 2.3. Brand Rechtsanwälte GmbH is entitled and obliged to represent the client to the extent necessary and expedient for the performance of the mandate.
- 2.4. If the legal situation changes after the end of the mandate, Brand Rechtsanwälte GmbH is not obliged to inform the client of any changes or consequences resulting therefrom.

3. PRINCIPLES OF REPRESENTATION

- 3.1. Brand Rechtsanwälte GmbH shall conduct the entrusted representation in accordance with the statutory provisions and professional regulations and represent the rights and interests of the client vis-à-vis everyone with the best of its knowledge and belief.
- 3.2. Brand Rechtsanwälte GmbH is entitled to perform all services at its own discretion and to take all steps, in particular to use means of attack and defence in any way, as long as this does not contradict the mandate of the client, the conscience or the law.
- 3.3. If the client gives Brand Rechtsanwälte GmbH an instruction, the observance of which is incompatible with the principles of proper professional practice of the lawyer based on law or other professional law or the rulings of the Supreme Appeals and Disciplinary Commission for Lawyers and Associates [OBdK]), Brand Rechtsanwälte GmbH shall reject the instruction. If Brand Rechtsanwälte GmbH considers instructions inappropriate or even disadvantageous for the client, Brand Rechtsanwälte GmbH must inform the client of the possible disadvantageous consequences prior to implementation.
- 3.4. In case of imminent danger, Brand Rechtsanwälte GmbH is entitled to take or refrain from any action which is not expressly covered by the given order or which contradicts the given instruction, if this appears necessary in the interest of the client at the time of the decision.

4. INFORMATION AND COOPERATION DUTIES OF THE CLIENT

- 4.1. After the mandate has been granted, the client is obliged to immediately and completely provide Brand Rechtsanwälte GmbH with all information and facts that could be of significance in connection with the execution of the mandate and to provide all necessary documents and evidence or to inform Brand Rechtsanwälte GmbH in writing.
- 4.2. Brand Rechtsanwälte GmbH is not obliged to check the correctness of the information, facts, documents and evidence, but can assume that they are correct and complete.
- 4.3. During the term of the mandate, the client is obliged to inform Brand Rechtsanwälte GmbH of all changed or newly occurring circumstances, which could be of significance in connection with the execution of the assignment, immediately upon becoming aware of them and to transmit the necessary documents so that a complete information situation is given.

5. OBLIGATION TO MAINTAIN SECRECY, CONFLICT OF INTERESTS

- 5.1. Brand Rechtsanwälte GmbH shall be obliged to maintain secrecy regarding all matters entrusted to it and all other facts which become known in its professional capacity and the secrecy of which is in the interest of the client.
- 5.2. Brand Rechtsanwälte GmbH is entitled to instruct and involve all employees in the handling of matters within the framework of the applicable laws and guidelines, insofar as

these employees have been demonstrably instructed about the obligation to secrecy.

- 5.3. Brand Rechtsanwälte GmbH shall be released from its obligation to maintain confidentiality insofar as this is necessary for the prosecution or defense of its own claims.
- 5.4. The client can release Brand Rechtsanwälte GmbH at any time from the obligation of confidentiality. The release does not release Brand Rechtsanwälte GmbH and its vicarious agents from the obligation to check whether a statement is in the client's interest. Brand Rechtsanwälte GmbH and its vicarious agents may, at their own discretion and in accordance with their duties, continue to invoke the obligation to maintain secrecy despite release.
- 5.5. Brand Rechtsanwälte GmbH is only obliged to the client in the performance of its duties. Third parties cannot derive any claims against Brand Rechtsanwälte GmbH and its vicarious agents from the provision of services to the client.¹

6. REPORTING OBLIGATION:

- 6.1. Brand Rechtsanwälte GmbH shall report to the client to an appropriate extent orally or in writing on the actions undertaken by the client in connection with the mandate.
- 6.2. Brand Rechtsanwälte GmbH communicates at its own discretion predominantly via e-mail without special encryption until otherwise instructed in writing.

7. UNDERAUTHORIZATION AND SUBSTITUTION

- 7.1. Brand Rechtsanwälte GmbH may use internal and external vicarious agents for performance and may grant sub-authorizations at its own discretion.
- 7.2. Brand Rechtsanwälte GmbH may, in the event of prevention, pass on the order or individual partial actions to another lawyer (substitution).

8. HONORARY:

- 8.1. Unless otherwise agreed, Brand Rechtsanwälte GmbH is entitled to a reasonable fee.
- 8.2. Even if a lump sum or time fee has been agreed upon, Brand Rechtsanwälte GmbH shall at least be entitled to the cost reimbursement in excess of the lump sum or time fee paid by the opposing party, insofar as this can be made recoverable, otherwise the lump sum or time fee agreed upon.
- 8.3. The fees due or agreed to Brand Rechtsanwälte GmbH shall include the statutory value added tax, the necessary and reasonable expenses (e.g. travel expenses, telephone, fax, copies) as well as the cash expenses paid on behalf of the client (e.g. court fees) at the time of invoicing.
- 8.4. The extent of the services to be provided by the lawyer cannot, by its nature, be reliably assessed in advance. Estimates of fees are therefore non-binding unless a written binding cost estimate (as defined by § 5 para 2 KSchG) is expressly prepared.
- 8.5. The client shall not be invoiced for the cost of invoicing and preparing the fee notes. This shall not apply to expenses incurred because of the translation of service specifications into a language other than German at the client's request or if other invoicing requests are subsequently made. In the absence of any agreement to the contrary, the costs incurred for presentations to the client's auditor written at the client's request, in which, for example, the status of pending cases, a risk assessment for the formation of provisions and/or the status of open fees on the balance sheet date are stated, shall be invoiced.
- 8.6. Brand Rechtsanwälte GmbH may, at its own discretion, determine or change the billing intervals without consultation. Usually, billing is at the end of the month, unless another billing method makes more sense. Brand Rechtsanwälte GmbH is entitled to demand reasonable advances on fees.
- 8.7. If the client is an entrepreneur, a fee note sent to the client and properly broken down shall be deemed approved if and insofar as the client does not object in writing within fourteen days of receipt.
- 8.8. In the event of default in payment, default interest for 8.25 % above the respective base interest rate shall become due.
- 8.9. Further legal claims (e.g. § 1333 ABGB) remain unaffected.

¹ If, for example, we prepare an expert opinion for a client and the client passes the expert opinion on to a third party, the third party cannot derive any claims against us from it. If, for example, we draw up contracts for our clients, third parties cannot derive any claims from this either, if, for example, disadvantages, etc. arise for them as a result.



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- 8.10. All cash outlays and expenses may be submitted to the client for direct payment.
- 8.11. If several clients place an order in one case, they shall be jointly and severally liable for all resulting claims.
- 8.12. The client's cost compensation claims against the opponent are hereby assigned to Brand Rechtsanwälte GmbH for claim of Brand Rechtsanwälte GmbH when they arise. Brand Rechtsanwälte GmbH is entitled to inform the opponent of the assignment at any time.
- 8.13. In the case of flat rate or hourly rate agreements, the agreed amount is indexed to the Consumer Price Index 2006, with the month in which the mandate is granted being the starting point.
- 9. TRUSTEESHIPS**
- 9.1. Unless expressly agreed otherwise, the statutes of the Vienna Bar Association's² fiduciary audit shall apply to the trusteeships assumed by Brand Rechtsanwälte GmbH.
- 10. LIABILITY**
- 10.1. The liability of Brand Rechtsanwälte GmbH and its vicarious agents for incorrect advice or representation is limited to the sum insured available for the concrete case of damage. Liability is limited to intent and gross negligence. This does not apply to personal injury.
- 10.2. The maximum amount applicable pursuant to Clause 10.1 includes all claims existing against Brand Rechtsanwälte GmbH and its vicarious agents due to incorrect advice and/or representation, in particular claims for damages and price reduction. This maximum amount includes the client's claims for reclaiming the fee paid to Brand Rechtsanwälte GmbH. Any deductibles shall reduce liability.
- 10.3. The maximum amount applicable under Clause 10.1 applies to an insured event.
- 10.4. If there are two or more competing injured parties (clients), the maximum amount for each individual injured party shall be reduced in proportion to the amount of the claims.
- 10.5. The limitations of liability shall also apply in favour of all vicarious agents working for the Company (as its shareholders, managing directors, employed lawyers or in any other function).
- 10.6. Brand Rechtsanwälte GmbH shall only be liable for third parties (in particular external experts) who are neither employees nor shareholders, who have been commissioned with individual partial services within the scope of the provision of services with the knowledge of the client, and who are responsible for the selection.
- 10.7. Brand Rechtsanwälte GmbH shall only be liable towards its client, not towards third parties. The client is obliged to expressly point out this circumstance to third parties who encounter the services of Brand Rechtsanwälte GmbH because of the client's intervention.
- 10.8. Brand Rechtsanwälte GmbH is liable for the knowledge of foreign law only in case of written agreement or if it has made itself necessary to examine foreign law. EU law is never regarded as foreign law, but the law of the member states is.
- 11. LIMITATION/PRECLUSION**
- 11.1. Unless a shorter statute of limitations or preclusive period applies by law, all claims (if the client is not an entrepreneur within the meaning of the Consumer Protection Act, but not warranty claims) against Brand Rechtsanwälte GmbH and its vicarious agents shall lapse, if it is not asserted in court by the client within six months (if the client is an entrepreneur within the meaning of the Consumer Protection Act) or within one year (if the client is not an entrepreneur) from the time at which the client becomes aware of the damage and the person causing the damage or of any other event giving rise to the claim, but no later than five years after the conduct (infringement) giving rise to the damage (giving rise to the claim) has elapsed.
- 12. LEGAL EXPENSES INSURANCE OF THE CLIENT**
- 12.1. If the client has legal protection insurance, he shall immediately notify us thereof and submit the required documents in full.
- 12.2. Brand Rechtsanwälte GmbH is, however, independently of this, not obliged to obtain information on whether and to what extent legal expenses insurance exists or to apply for legal expenses cover.
- 12.3. The announcement of legal protection insurance by the client or the obtaining of legal protection coverage by Brand Rechtsanwälte GmbH shall not affect Brand Rechtsanwälte GmbH's fee claim against the client and shall not be regarded as Brand Rechtsanwälte GmbH's consent to be satisfied with the fee paid by the legal protection insurance. A deductible or the difference between the fee claim and the insurance benefit shall be borne by the client from his own account.
- 12.4. Brand Rechtsanwälte GmbH is not obliged to demand the fee directly from the legal expenses insurance, but can demand the entire fee from the client, who has to settle his claims with the legal expenses insurer at his own discretion.
- 13. COPYRIGHTS:**
- 13.1. All services provided by Brand Rechtsanwälte GmbH (contracts, expert opinions, written pleadings, etc.) are protected by copyright.
- 13.2. The copyright belongs exclusively to Brand Rechtsanwälte GmbH.
- 13.3. The clients of Brand Rechtsanwälte GmbH shall receive a one-time work permit to the extent of the order.
- 13.4. Any further use of the copyrighted works, such as contracts, is strictly prohibited³ and only permitted with the express written consent of Brand Rechtsanwälte GmbH⁴.
- 13.5. If our copyrights are infringed, the relevant provisions of the Copyright Act in particular shall apply. In addition, a penalty not subject to the right of judicial mitigation for fee shall be deemed agreed.
- 14. BEGINNING AND TERMINATION OF THE MANDATE:**
- 14.1. The mandate agreement shall not be concluded conclusively, but only by express written confirmation of acceptance by Brand Rechtsanwälte GmbH. No contract is concluded through enquiries, unconfirmed order letters, etc. If Brand Rechtsanwälte GmbH does not reply to a request, which is mainly made by e-mail, it can only be concluded that Brand Rechtsanwälte GmbH has no interest in an order, so that no contract is concluded by silence. As long as Brand Rechtsanwälte GmbH does not expressly accept an order in writing, the principle applies that no client relationship exists as long as the inquiry has not been confirmed in writing. Even non-binding telephone enquiries do not result in a mandate as long as no written confirmation of acceptance of the mandate is received.
- 14.2. The mandate may be terminated by Brand Rechtsanwälte GmbH or by the client at any time without notice and without giving reasons. The fee claim of Brand Rechtsanwälte GmbH remains unaffected.
- 14.3. In the event of dissolution, Brand Rechtsanwälte GmbH shall represent the client for a period of 14 days to the extent necessary to protect the client from legal disadvantages. This obligation does not apply if the client revokes the mandate and expresses that he does not wish Brand Rechtsanwälte GmbH to continue its activities.
- 14.4. The client is obliged to pay all outstanding fees plus cash outlays and VAT immediately.
- 15. OBLIGATION TO ISSUE**
- 15.1. Brand Rechtsanwälte GmbH shall return original documents to the client upon request after termination of the contractual relationship. Brand Rechtsanwälte GmbH is entitled to make copies of these documents, whereby the client must make a sufficient advance payment.
- 15.2. If the client requests further documents (copies of documents) after the end of the mandate, which he has already received within the framework of the mandate processing, the costs shall be borne by the client.
- 15.3. Brand Rechtsanwälte GmbH shall be obliged to keep the shares for a period of five years from the end of the mandate and to hand over copies to the client during this period if required.

² „Electronic Lawyer's Fiduciary Handbook (eATHB)“.

³ If, for example, we draw up a sales contract for a client, the client is of course entitled to conclude the contract. However, the client is not entitled to use this contract drawn up by us as a basis for concluding other contracts and to continue to use our contracts as a model, e.g. by simply changing the data and further utilising the model. Accordingly, it is also not permissible for us to pass on the contracts we have drawn up to third parties so that they can use them.

⁴ This would be the case, for example, if we were commissioned to draw up model contracts which were to be used for a large number of business cases and our mandate was expressly to that effect.

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- 15.4. Insofar as longer statutory periods apply for the duration of the storage obligation, these shall be complied with. The client agrees to the destruction of the files (including original documents) after expiry of the retention obligation.
- 16. CHOICE OF LAW AND PLACE OF JURISDICTION**
- 16.1. Exclusively substantive Austrian law, whereby references to other legal systems shall not be applicable, shall govern the Terms and Conditions and the client relationship governed by these Terms and Conditions.
- 16.2. For legal disputes arising out of or in connection with the contractual relationship governed by the terms and conditions of the contract, which also include disputes concerning the validity thereof, the exclusive jurisdiction of the competent court at the registered office of Brand Rechtsanwälte GmbH shall be agreed, insofar as this does not conflict with mandatory law.
- 16.3. Brand Rechtsanwälte GmbH shall, however, be entitled to bring claims against the client before any other court in Germany or abroad where the client has its registered office, domicile, branch or assets.
- 16.4. In the case of clients who are consumers as defined by the Consumer Protection Act (Konsumentenschutzgesetz), the place of jurisdiction shall be that stipulated in § 14 of the Consumer Protection Act (KSchG).
- 16.5. The place of performance shall be the registered office of Brand Rechtsanwälte GmbH.
- 17. PRIVACY POLICY:**
- 17.1. We store and process personal data only within the framework of the existing data protection provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act (DPA).
- 17.2. We process personal data, which we receive from our clients, business partners and interested parties within the framework of our business relationship. They give their consent to this.
- 17.3. In addition, we process - to the extent necessary for the provision of our services - personal data which we obtain from publicly accessible sources (e.g. land registers, commercial and association registers, commercial register, press, Internet) or which are transmitted to us by other third parties (e.g. brokers, clients).
- 17.4. Personal Data processed by us includes Personal Data/Master Data (name, address, telephone number, fax number, e-mail addresses, date of birth, company registration numbers, and other contact details) and, in connection with the performance of the contract, may include date of birth, nationality, credentials (e.g. identification data) and authentication data (e.g. signature specimen). In addition, this can also include order data/payment data, data from the fulfilment of our contractual obligations, information about your financial situation (e.g. creditworthiness data, scoring/rating data, origin of assets), documentation data (e.g. minutes of meetings) and other data comparable with the categories mentioned. In the context of contract initiation, contract conclusion, contract execution and contract processing, you must provide the personal data necessary for the establishment of the business relationship and contract execution and which we are legally obliged to collect. If you do not provide us with this data, we will not be able to conclude the contract or execute it. However, you are not obliged to give your consent to data processing with regard to data which is not relevant for the performance of the contract or which is not required by law or regulation. We use the personal data for the execution of our orders with our clients and contractual partners, the execution of our orders as well as for the execution of pre-contractual measures.
- 17.5. The purposes of data processing are primarily based on the concrete content of the contract with our contractual partners or in the run-up to the conclusion of a contract. The processing of personal data may also be necessary for the purpose of fulfilling various legal obligations, such as the German Federal Tax Code (Bundesabgabenordnung), the German Enterprise Code (Unternehmensgesetzbuch) and the German Trade and Commerce Code (Gewerbeordnung). If necessary, data processing beyond the actual fulfilment of the contract can take place within the framework of a weighing of interests to safeguard our legitimate interests or those of third parties in accordance with Art. 6 Para. 1 lit. f GDPR.
- 17.6. If you have given us your consent to process your personal data for specific purposes, processing will only take place in accordance with the purposes and to the extent agreed in the declaration of consent. Your personal data will only be passed on to third parties if it is necessary for the fulfilment of our orders, if there is a legal obligation or within the scope of safeguarding legitimate interests.
- 17.7. If there is a legal obligation, public bodies and institutions (e.g. tax authorities) may be recipients of your personal data. In addition, contract processors commissioned by us (in particular IT service providers) will receive your data insofar as they require the data to perform their respective services.
- 17.8. All contract processors are contractually obliged to treat your data confidentially and to process it only within the scope of the provision of services.
- 17.9. In the event that a contract is concluded, all data from the contractual relationship shall be stored until the expiry of the tax retention period (seven years) and as long as the limitation periods for potential legal claims have not yet expired. If no contractual relationship is established, the data stored by us will be deleted three years after the last contact.
- 17.10. We apply security measures to protect your personal data from misuse and unauthorised access, such as network security measures (use of firewalls, anti-virus software), access and access controls (measures to ensure confidentiality, integrity and availability of personal data and processing systems).
- 18. FINAL VOTES**
- 18.1. Amendments or supplements to these terms and conditions of order must be made in writing in order to be valid. This shall also apply to the agreement to deviate from the written form.
- 18.2. Declarations by Brand Rechtsanwälte GmbH to the client shall in any case be deemed to have been received if they are sent to the address given by the client when the mandate was issued or to the changed address subsequently notified in writing.
- 18.3. Brand Rechtsanwälte GmbH may correspond with the client in any way it deems appropriate, unless otherwise agreed.
- 18.4. Unless otherwise specified, declarations to be made may also be made by fax or e-mail.
- 18.5. The client expressly agrees that Brand Rechtsanwälte GmbH may process, transfer or transmit personal data concerning the client and/or his company (as defined by the Data Protection Act) to the extent that this is necessary and expedient for the performance of the tasks assigned to Brand Rechtsanwälte GmbH by the client or results from legal or professional obligations of Brand Rechtsanwälte GmbH or its vicarious agents (e.g. participation in electronic legal transactions, etc.).
- 18.6. The invalidity of one or individual provisions of these Terms and Conditions or of the contractual relationship governed by the Terms and Conditions shall not affect the validity of the remaining agreement.
- 18.7. The contracting parties undertake to replace the ineffective provision(s) by a provision that comes as close as possible to the economic result of the ineffective provision(s).