

## Terms of Engagement

of

### **Harrer Schneider Rechtsanwälte GmbH**

(FN 246037 w)

Jasomirgottstraße 6/5, A-1010 Wien, Austria

(hereinafter referred to as "**HS**")

### **1. Engagement**

1.1. The Client instructs HS based on these Terms of Engagement to render legal advice and to engage in legal representation in connection with the specific project requested.

1.2. These Terms of Engagement shall also apply to any and all other services rendered by HS or any attorney at law acting on behalf of HS to the Client, unless determined otherwise by written agreement.

### **2. Fees**

2.1. Unless explicitly determined otherwise, the fees of HS are accounted for on a time-incurred basis based on hourly rates, which will be charged *pro rata* at the start of any quarter hour interval.

2.2. The hourly rate for the services of an attorney at law (partner) of HS amounts to EUR 375.00. The hourly rate for legal staff members and associates of HS amounts to EUR 125.00 to EUR 275.00, depending on the experience and seniority of the particular staff member involved. Non-legal staff (assistant and secretarial work) will be charged with an hourly rate of EUR 75.00.

2.3. Out of pocket expenses, in particular travelling costs, as well as value added tax (VAT) will be charged separately and will be submitted to the Client together with the statement of fees of HS normally on a quarter yearly basis. HS reserves the right to issue its statement of fees also in shorter intervals. Further, HS reserves the right to charge expenses on a lump sum basis with a flat rate of 5 % of the net fees. If a statement of fees is submitted to foreign business enterprises, VAT may not be charged in accordance with the respective requirements set out by applicable Austrian VAT rules.

2.4. HS reserves the right to revisit the hourly rates as determined by these Terms of Engagement at the beginning of every calendar year and to increase the hourly rates, if appropriate.

2.5. For quality control purposes the work product of HS may also be reviewed by two attorneys at law, in particular in case of larger assignments. The Client explicitly agrees to accept the higher fees occurred due to a second attorney at law review based on the HS quality control standards.

2.6. The Client shall compensate HS fully for any and all costs and expenses for collecting the fees payable in connection with the engagement. This shall also include, without limitation, costs and expenses incurred by third parties retained by HS and costs incurred abroad.

### **3. Limitation of Liability**

The liability of HS based on negligence shall be limited for any particular case as well as overall to an amount of EUR 2,400,000.00. The liability, if any, of any attorney at law acting on behalf of HS based on negligence shall be limited for any particular case as well as overall to an amount of EUR 400,000.00. A liability may only exist with respect to the Client itself, however, not to third parties. Any liability shall require fault, which needs to be proven by the Client. Any liability for slight negligence, indirect damages, consequential damages or loss of profit shall be excluded. Moreover, any liability of any attorney at law not acting on behalf of HS in the case at hand or of any employee of HS shall be excluded. For third parties engaged by HS, HS shall only be liable in case of fault having occurred upon selection of such third party.

#### **4. Transfer to Third Parties**

Unless explicitly determined otherwise, any and all work product made by HS, in particular memoranda and opinions of HS, which are not addressed to third parties or authorities, are for Client use only and may not be disclosed and handed over to any third party. Any transfer to a third party of such work product shall only be admissible after prior written consent has been obtained from HS.

#### **5. Statute of Limitation**

Any and all claims against HS as well as against any attorney at law acting on behalf of HS are time-barred, if not raised within six months after the Client has learned of the asserted damage, however, at the latest within three years after the occurrence of the event giving rise to the claim.

#### **7. Electronic Correspondence**

The Client is aware that electronic correspondence – in particular by e-mail – may be subject to security concerns. In particular it is impossible to prevent unnoticed loss of e-mails or unauthorised persons from reading, intercepting, changing, or falsifying e-mail messages. This may lead to material damages. Nonetheless, the Client authorises HS to use e-mail for all correspondence in connection with the engagement, unless the Client expressly instructs HS to the contrary, and the Client waives any potential claims of damages vis-à-vis HS in this connection. As far as the Client has access to technical devices necessary for the use of electronic signature or encryption procedures and expressly requires them to be used, the Client will notify HS accordingly.

#### **8. Miscellaneous**

8.1. Amendments to and modifications of these Terms of Engagement shall only be valid if made in writing. Any waiver of this form requirement must be explicitly made in writing.

8.2. These Terms of Engagement are governed by Austrian Law. The place of performance shall be Vienna, First District. For any and all disputes arising out of or related to these Terms of Engagement, including but not limited to, claims of fees, the parties submit, to the extent legally possible, to the exclusive jurisdiction of the competent court of the place of performance. HS, however, reserves the right to raise claims against the Client at the competent court as determined by applicable law.

8.3. Should any provision of these Terms of Engagement be or become wholly or partly invalid or unenforceable this will not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision shall be substituted by a valid or enforceable provision which in its essential purpose comes as close as possible to the invalid or unenforceable provision. The same applies in analogy to any gaps in these Terms of Engagement.

Vienna, January 2020