

## General Terms and Conditions of Contract (GTC): 01/01/2026

### 1. Scope of Application

- 1.1 These General Terms and Conditions (“GTC”) shall apply to all activities and legal advisory services as well as acts of representation in court, out of court and before authorities, carried out within the scope of a contractual relationship (“Mandate”) existing between Alexandra Grilz-Seger (“Attorney”) and the Client.
- 1.2 These GTC apply both to Clients as entrepreneurs pursuant to sec. 1 para. 1 no. 1 of the Austrian Consumer Protection Act (KSchG), for whom a transaction (Mandate) is part of the operation of their business (“Entrepreneur”), and to Consumers pursuant to sec. 1 para. 1 no. 2 KSchG, for whom the transaction (Mandate) is not part of the operation of their business (“Consumer”). If and insofar as these GTC contain differing provisions for Entrepreneurs and Consumers, such distinctions are expressly highlighted.
- 1.3 These GTC shall also apply to subsequent new Mandates, unless otherwise agreed in writing. The Client's own general terms and conditions, other terms and conditions and forms shall only become applicable to the Mandate if the Attorney has expressly agreed to them in writing.
- 1.4 The Attorney reserves the right to update these GTC. The current version is available on the Attorney's website [www.grilz-seger.at](http://www.grilz-seger.at).

### 2. Mandate/Assignment and Power of Attorney

- 2.1 The Attorney shall be entitled and obliged to represent the Client to the extent necessary and expedient for the fulfilment of the Mandate. If the legal situation changes after the end of the Mandate, the Attorney shall not be obliged to inform the Client of the changes or the resulting consequences.
- 2.2 The Client shall immediately sign a written power of attorney and hand it over to the Attorney. This power of attorney may be directed at the performance of individual, precisely defined or all possible legal transactions or legal acts.
- 2.3 By issuing him the Mandate (Assignment), the Attorney is authorized pursuant to sec. 30 para. 2 Austrian Code of Civil Procedure (ZPO), sec. 8 of the Austrian Attorneys' Code (RAO), sec. 10 of the Austrian General Administrative Procedures Act (AVG) and sec. 77 para. 1 of the Austrian Land Register Act (GBG).

### 3. Principles of Representation

- 3.1. The Attorney is generally entitled to perform her services at her 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 Client's Mandate, his conscience or the law.
- 3.2. If the Client gives the Attorney an instruction, compliance with which is based on the principles of proper professional practice based on law or other professional law (e.g. the "Guidelines for the Practice of the Profession of Attorney" [RL-BA 2015] or the rulings of the Appeals and Disciplinary Panels for Attorneys and Trainee Attorneys at the Supreme Court and the former Supreme Appeals and Disciplinary Commission for Attorneys and Trainee Attorneys [OBDK]) of the proper practice of the profession Attorney, the Attorney must reject the instruction. If, from the Attorney's point of view, instructions are inexpedient or even disadvantageous for the Client, the Attorney shall inform the Client of the potentially adverse consequences before carrying them out.
- 3.3. In the event of imminent danger, the Attorney is entitled to take or refrain from taking an action that is not expressly covered by the Mandate given or is contrary to an instruction given if this appears to be urgently required in the interest of the Client. However, the Attorney is only obliged to lodge legal remedies and/or legal remedies if she receives a Mandate from the Client to this effect and has also accepted it.

#### **4. Client's duties to inform and cooperate**

- 4.1. After the Mandate has been issued, the Client is obliged to immediately inform the Attorney of all information and facts that could be relevant in connection with the execution of the Mandate and to make all necessary documents and evidence accessible. The Attorney is entitled to assume the correctness of the information, facts, documents, documents and evidence and to use them as a basis for representing the Client, unless their inaccuracy is obvious.
- 4.2. During the ongoing Mandate, the Client is obliged to inform the Attorney of all changed or newly occurring circumstances that could be relevant in connection with the execution of the Mandate immediately after they become known by the Client.
- 4.3. If the Attorney acts as a contract drafter, the Client is obliged to provide the Attorney with all the relevant information necessary for the self-calculation of the real estate transfer tax, registration fee and real estate income tax. If the Attorney makes the self-calculations on the basis of the information provided by the Client, she is in any case exempt from any liability towards the Client in this regard. The Client, on the other hand, is obliged to indemnify and hold the Attorney harmless in the event of pecuniary disadvantages, should the Client's information turn out to be incorrect.
- 4.4. On the basis of the statutory provisions for the prevention of money laundering and terrorist financing, the Attorney is obliged to carry out certain audit procedures in the case of transactions inclined to money laundering in accordance with sec. 8a para RAO. These include, for example, the determination of the parties, the beneficial owner(s) and their identity. It must also examine the purpose of the transaction and, if necessary, the origin of the funds. In such transactions, the Client is obliged to provide the Attorney with all information and corresponding evidence requested in this context completely and truthfully without delay. This also applies if the Attorney requests such information on behalf of a bank involved.

#### **5. Confidentiality obligation and exceptions thereto, conflict of interests**

- 5.1 In accordance with the law and the following provisions, the Attorney is obliged to maintain secrecy about the facts that have become known to her in connection with her professional activity for the Client. However, the Attorney is entitled to instruct all employees to handle matters within the framework of the applicable laws and guidelines, provided that the employees have been informed in advance of the confidentiality obligation.
- 5.2 Insofar as this is necessary to pursue claims of the Attorney (in particular claims for the Attorney's fee) or to defend against claims against the Attorney (in particular claims for damages by the Client or third parties against the Attorney), the Attorney and/or her employees are released from the duty of confidentiality.
- 5.3 The Client is aware that the Attorney is obliged by law in certain cases to provide information or reports to authorities without having to obtain the Client's consent; in particular, reference is made to the provisions on money laundering and terrorist financing.
- 5.4 The Client can release the Attorney from the confidentiality obligation at any time.

#### **6. Sub-Authorisation and Substitution**

It is agreed that the Attorney can be represented by another Attorney (Sub-Authorisation). In the event of temporary incapacity, the Attorney may pass on the Mandate or individual partial actions to another Attorney in accordance with sec. 14 RAO (Substitution). In the event of Sub-Authorisation or Substitution to another Attorney, the substituent is solely liable for fault in selection (Auswahlverschulden).

#### **7. Fee**

- 7.1. Unless otherwise agreed in writing, the services provided by the Attorney will be charged according to the time fee. The total time that the Attorney, her trainee Attorneys and other legal staff devote to the Mandate is charged, whereby in particular file study, travel time, study of laws, literature and case law,

reports as well as elaboration and revision of written documents are billed. Billing is based on the hourly rates notified to the Client by the Attorney or, in the case of ongoing support of the Client, at the hourly rates according to which billing has already been carried out in a previously issued Mandate, unless other hourly rates have been expressly agreed. Billing is based on actual real time, with the smallest billable unit being 10 (ten) minutes.

- 7.2. The hourly rates for consulting and representation services of the Attorney are value-secured. The Attorney reserves the right to make an index adjustment of the agreed fee on the basis of the Consumer Price Index 2020 (CPI 2020) published by Statistics Austria every six months – but no earlier than three months after the start of the Mandate. The reference figure for the initial index adjustment is the CPI 2020 index figure published for the month in which the Mandate begins. In the event of a value adjustment, the new index figure of the CPI 2020 represents the new reference number for the next adjustment.
- 7.3. If billing according to a time fee has not been agreed, the services provided by the Attorney will be billed in accordance with the Attorneys' Tariff Act (RATG) or the General Fee Criteria (AHK) in the current version. In any case, the Attorney is entitled to an appropriate fee.
- 7.4. Even if a lump sum or time fee is agreed, the Attorney is entitled to at least the amount of reimbursement of costs obtained by the opponent over and above this fee, insofar as this can be recovered, otherwise the agreed lump sum or time fee.
- 7.5. To the agreed or due fee, the value added tax to the statutory extent, the necessary and reasonable expenses (e.g. for travel, travel, food and accommodation costs, postage costs, copies) as well as any cash expenses paid for the Client (e.g. court, filing and registration fees, translation costs, cost advances, company and land register extracts, enquiries to the Central Register of Residents) as well as an overhead surcharge of 5% are to be added.
- 7.6. The Client acknowledges that an estimate made by the Attorney on the amount of the expected fee that is not expressly designated as binding is non-binding and is to be regarded as a non-binding cost estimate (within the meaning of sec 5 para 2 KSchG), because the extent of the services to be provided by the Attorney cannot be assessed in advance due to its nature. This applies equally to Entrepreneurs and Consumers as Clients.
- 7.7. It is expressly pointed out that the fee, which is billed according to the hourly rate, may exceed any insurance benefit from legal expenses insurance or a claim for reimbursement of costs against third parties of the Client to be determined on the basis of the RATG and that the corresponding difference must be paid by the Client.
- 7.8. If an e-mail is sent to the Attorney by the Client or his sphere that is not addressed to her, but is only transmitted to her cc or bcc, the Attorney is not obliged to read this sending without an express order. If the Attorney reads the e-mail sent, she is entitled to a fee for this.
- 7.9. The Attorney is entitled to submit fee notes and demand fee advances at any time.
- 7.10. If several Clients place an order in a case, they are jointly and severally liable for all claims of the Attorney arising from this. If the Client is a Consumer, this only applies if and to the extent that the services of the Attorney are not divisible from the Mandate and were not clearly provided for only one Client.
- 7.11. Claims for reimbursement of costs by the Client against the opponent are hereby assigned to the Attorney in the amount of the Attorney's fee claim upon their incurrence. The Attorney is entitled to notify the opponent of the assignment at any time.
- 7.12. Only valid for Clients who are Entrepreneurs: A fee note sent to the Client and duly broken down is deemed to have been approved if and to the extent that the Client does not object in writing within one month (the receipt by the Attorney is decisive) of receipt of the fee note.
- 7.13. The Client hereby expressly agrees that fee notes may also be issued and transmitted in electronic form (e.g. by e-mail).

- 7.14. Unless otherwise agreed, the Attorney's fee notes are payable and due immediately upon receipt and without deductions in euros.
- 7.15. The Attorney is entitled to demand one or more advance fee payments (on account) from the Client. Advance fee payments are offset against the regular fee notes and any remaining amount is refunded to the Client without interest.
- 7.16. Only valid for Clients who are Entrepreneurs: A set-off of claims of the Client with claims of the Attorney is excluded, unless these have been acknowledged in writing by the Attorney or established by the court.
- 7.17. Only valid for Clients who are Consumers: The Client is entitled to cancel his liabilities by offsetting against claims of the Attorney, provided that (i) the counterclaims are legally related to the Client's liability, (ii) the claims have been expressly acknowledged in writing by the Attorney or have been legally recognised or (iii) the Attorney is insolvent. In addition, the Client is generally not entitled to offset his own claims against claims of the Attorney.
- 7.18. Only valid for Clients who are Entrepreneurs: A right of retention of the Client according to sec. 1052 ABGB is excluded.
- 7.19. In the event of termination of the Mandate, the Attorney is in any case entitled to the part of the fee corresponding to her previous services.

## **8. Liability of the Attorney**

- 8.1 The Attorney's liability with regard to the Mandate is limited to a total of EUR 400,000.00 (in words: Euro four hundred thousand). Liability for indirect damages or consequential damages or loss of profit or loss of production or use or loss of income of any kind as well as the application of sec. 1298 sentence 2 ABGB is excluded. The exclusions and limitations of liability shall apply only to the extent permitted by law, but to all claims arising from any legal basis whatsoever, whether in contract, tort, breach of statutory or pre-contractual obligations or otherwise in connection with the Mandate.
- 8.2 No limitations and/or exclusions of liability apply with respect to personal injury.
- 8.3 The Attorney is only liable for third parties commissioned with individual partial services (in particular external experts) in the context of the provision of services, who are neither employees nor shareholders, in the event of fault in selection (Auswahlverschulden).
- 8.4 The Attorney is only liable to his Client, not to third parties. The Client is obliged to expressly point out this circumstance to third parties who come into contact with the Attorney's services due to the Client's involvement; this with the Attorney being completely indemnified and indemnified.
- 8.5 The Attorney is only liable for knowledge of foreign law if it has been agreed in writing. The law of the EU member states also applies as foreign law.
- 8.6 The Attorney is not liable for telephone information or oral statements or declarations by her employees, unless these have subsequently been confirmed in writing.
- 8.7 Only valid for Clients who are Entrepreneurs: Unless a shorter limitation period or preclusive period applies by law, all claims against the Attorney expire if they are not asserted in court by the Client within six months from the time when the Client becomes aware of the damage and the person of the tortfeasor or of the other event giving rise to the claim, but no later than one year after the expiry of one year after the date on which the damage occurred. (Claimant) Conduct (Violation).

## **9. Legal expenses insurance of the Client**

- 9.1. If the Client has legal expenses insurance, he must inform the Attorney immediately and submit the necessary documents (if available).
- 9.2. The disclosure of a legal expenses insurance by the Client and the obtaining of legal protection cover by the Attorney does not affect the Attorney's fee claim against the Client and is not to be regarded as the Attorney's consent to be satisfied with the fees provided by the legal expenses insurance. This is especially true if the services provided to the Client are billed according to an hourly fee and the legal expenses insurance pays a lower fee in accordance with the insurance provisions.

- 9.3. The Attorney is not obliged to claim the fee directly from the legal expenses insurance, but can demand the entire fee from the Client.

#### **10. Termination of the Mandate**

- 10.1. The Mandate can be terminated by the Attorney at any time without observing a deadline and without giving reasons. The Attorney's fee claim remains unaffected.
- 10.2. In the event of cancellation by the Client, the Attorney must represent the Client for a period of 14 days to the extent and to the extent necessary to protect the Client from legal disadvantages. This obligation does not exist if the Client revokes the Mandate and expresses that he does not wish the Attorney to continue working.
- 10.3. If, after the end of the Mandate, the Client again requests documents (copies of documents) that he has already received in the course of the processing of the Mandate, the costs are to be borne by the Client.
- 10.4. The Attorney keeps files for one year from the end of the Mandate. If longer legal periods apply for the duration of the retention obligation, these must be observed. The Client agrees to the destruction of the files (including original documents) after the expiry of the retention period.

#### **11. Use of work results and documents, copyright**

- 11.1. The work results and documents prepared by the Attorney in the context of the Mandate (e.g. legal opinions, legal statements, contracts, report letters, statements, presentations, etc. as well as drafts thereof) are aimed exclusively at the expressly specified group of addressees.
- 11.2. The Client must ensure that the work results and documents prepared by the Attorney within the scope of the Mandate are only used for the respective assignment purposes.
- 11.3. The forwarding and/or making available to other third parties of the work results and documents prepared by the Attorney within the meaning of point 11.1 shall only be permitted with the written consent of the Attorney. In any case, any liability of any kind on the part of the Attorney towards other third parties is excluded.
- 11.4. The copyright to the services of the Attorney remains with the Attorney. The granting of rights to the services, in particular work use permits or rights of use of the work, requires the express written consent of the Attorney.

#### **12. Choice of law and jurisdiction**

- 12.1. The GTC and the attorney-Client relationship governed by it are subject to substantive Austrian law to the exclusion of the conflict of law provisions.
- 12.2. For all legal disputes arising from or in connection with the GTC and the contractual relationship, including disputes regarding the conclusion, validity and interpretation thereof, the exclusive jurisdiction of the court having subject-matter jurisdiction for the first district of Vienna shall be agreed. However, the Attorney shall also be entitled to file claims against the client with any other court in Austria or abroad in whose district the client has his registered office, place of residence, branch office or assets. If the Client is a Consumer, the statutory jurisdiction regulation of sec. 14 KSchG applies.

#### **13. Final provisions**

- 13.1. Changes or additions to these GTC must be made in writing in order to be valid.
- 13.2. Declarations by the Attorney to the Client shall be deemed to have been received in any case if they are sent to the address provided by the Client when the Mandate was issued or to the changed address communicated in writing thereafter. However, the Attorney can – unless otherwise agreed – correspond with the Client in any way she deems suitable, in particular also by e-mail with the e-mail address that the Client discloses to the Attorney for the purpose of communication. If the Client sends e-mails to the Attorney from other e-mail addresses, the Attorney may also communicate with the Client via these e-mail

addresses. Unless otherwise specified, written declarations to be made in accordance with these GTC may also be made by fax or e-mail.

- 13.3. The Attorney is entitled to handle e-mail correspondence with the Client in non-encrypted form without any written instruction from the Client to the contrary. The Client declares that he is informed about the associated risks (in particular access, confidentiality, modification of messages in the course of transmission) and, in knowledge of these risks, agrees that the e-mail correspondence will not be carried out in encrypted form.
- 13.4. The Client agrees that the Attorney may communicate with him in various ways, in particular using digital solutions provided by third parties, including communication by e-mail, Internet, video, audio and online conferences as well as voice-over-IPs.
- 13.5. The invalidity of one or individual provisions of these GTC or of the contractual relationship governed by the GTC shall not affect the validity of the remaining agreement. The contracting parties undertake to replace the invalid provision(s) with a provision that comes as close as possible to this provision in terms of economic result. This applies accordingly in the event of a contractual gap in the contract.
- 13.6. The Client acknowledges that within the scope of the purpose of the Client relationship, the Client's personal data entrusted to the Attorney will be collected, processed and stored in compliance with the applicable data protection regulations.
- 13.7. In the event of any discrepancies or contradictions between the German and the English or other language versions of these GTC, the German version shall prevail exclusively.