

Attorney General Terms Conditions for Individuals

1. Area of application

These Terms and Conditions apply to all activities and in-court/official as well as extrajudicial acts of representation executed as part of an existing contractual relationship (hereinafter also referred to as the "Mandate") between the Attorney/law firm (hereinafter referred to as the "Attorney" for simplification) and the Client.

1.2. The Terms and Conditions also apply to new mandates unless otherwise agreed upon in writing.

2. Assignment and power of attorney

2.1. The Attorney is authorised and obligated to represent the Client to the extent necessary and expedient to fulfil the Mandate. If the legal situation changes after the end of the Mandate, the Attorney is not obligated to inform the Client of changes or resulting consequences.

2.2. The Client shall sign a written power of attorney upon request. This power of attorney can apply to the execution of individual, precisely specific or all possible legal transactions or actions.

3. Principles of representation

3.1. The Attorney shall conduct the representation with which they have been entrusted in accordance with the law and shall represent the Client's interests toward any other persons with ardour, fidelity and diligence.

3.2. The Attorney is, in principle, authorised to perform his services at the Attorney's own discretion and take all steps, in particular, to utilise attack and defence resources in any manner, as long as this does not conflict with the Client's order, conscience or the law.

If the Client issues the Attorney an instruction that, if followed, would be incongruent with principles of the proper execution of the legal profession based on the law or other professional codes of conduct, e.g. the "Guidelines for Practising the Legal Profession" (*Richtlinien für die Ausübung des Rechtsanwaltsberufes* [RL-BA 2015]) or case law from the "Appeals and Disciplinary Body for Attorneys and Attorney Candidates at the Supreme Court" (*Berufungs- und der Disziplinarsenate für Rechtsanwälte und Rechtsanwaltsanwärter beim Obersten Gerichtshof*) and the former "High Appeals and Disciplinary Commission for Attorneys and Attorney Candidates" (*Obersten Berufungs- und Disziplinarkommission für Rechtsanwälte und Rechtsanwaltsanwärter* [OBDK]), the Attorney shall refuse to execute the instruction. If, in the Attorney's opinion, instructions are not expedient for the Client or are even disadvantageous, the Attorney shall inform the Client of potentially negative consequences prior to execution.

3.4. In the event of imminent danger, the Attorney is authorised to take or refrain from taking an action that is not expressly covered by an issued order or which contradicts an issued instruction if this appears urgently necessary in the Client's interest.

4. Client's duties to provide information and participate

4.1. After issuing the Mandate, the Client is obligated to immediately provide the Attorney all information and facts that might be relevant with respect to the execution of the Mandate and make all required documents and evidence available. The Attorney is entitled to assume the accuracy of the information, facts, records, documents and evidence, unless the inaccuracy thereof is obvious.

The Attorney shall work towards ensuring the facts of the case are complete and accurate by asking the Client targeted questions and/or other suitable means. With respect to the accuracy of supplemental information, the second sentence in Point 4.1 applies.

4.2. While a Mandate is active, the Client is obligated to notify the Attorney of all changes in or newly arising circumstances that might be material to the execution of the order immediately after becoming aware of said changes or new circumstances.

4.3. If the Attorney drafts contracts, the Client is obligated to notify the Attorney of all necessary information required for the Attorney to calculate the property tax, registration fee and real estate profit tax. If the Attorney performs the calculations based on information provided by the Client, the Attorney is exempt from all liability towards the Client. The Client, however, is obligated to fully indemnify the Attorney in the event of pecuniary losses, if the Client's information is determined to be inaccurate.

5. Confidentiality, conflict of interests

5.1. The Attorney is obligated to maintain confidentiality regarding all matters entrusted to them and all facts of which the Attorney becomes aware in the framework of their professional duties, which shall be kept confidential in the Client's interest.

5.2. The Attorney is authorised to commission any employees, in the framework of the applicable laws and directives, to process cases, if these employees have been demonstrably instructed of their confidentiality duty.

5.3. The Attorney is only released from their duty to maintain confidentiality if required to pursue claims on the Attorney's part (in particular claims to Attorney fees) or to defend against claims against the Attorney (in particular, claims for compensation of damages filed against the Attorney by the Client or third parties).

5.4. The Client is aware that the Attorney is obligated in some cases, by law, to provide information or reports to authorities without having to obtain the Client's consent; in particular, please refer to the provisions pertaining to money laundering and terrorism financing as well as the tax law provisions (e.g. Account Registration and Account Inspection Act, GMSG, etc.).

5.5. The Client can release the Attorney from their duty to maintain confidentiality at any time. Being released from the duty to maintain confidentiality by the Client does not release the Attorney from the obligation to check whether their statement is in the Client's interest. If the Attorney acts as a mediator, despite their release from the duty to maintain confidentiality, the Attorney shall still utilise their right to maintain confidentiality.

6. Attorney's duty to report

The Attorney shall notify the Client, verbally or in writing and in a reasonable scope, of the actions the Attorney takes in conjunction with the Mandate.

7. Sub-authorisation and substitution

The Attorney can be represented by an attorney candidate under their employ or another attorney or their authorised attorney candidate (sub-authorisation). The Attorney may pass on the assignment or individual actions to another attorney in the event the first Attorney is unable to work (substitution).

8. Remuneration

8.1. Unless otherwise agreed upon, the Attorney is entitled to adequate remuneration.

8.2. Even if a lump sum or time-based fee is agreed upon, the Attorney is entitled to at least the reimbursement of costs obtained from the opposing party, beyond their fee, if it can be recovered; otherwise, the agreed upon lump sum or time-based fee.

8.3. If the Client or the Client's sphere sends an email to the Attorney for acknowledgment, the Attorney is not obligated, without an express assignment, to read this email. If the Attorney reads the email, they are entitled to charge a fee pursuant to an express agreement for comparable services or pursuant to the RATG or AHK.

8.4. In addition to the fee to which the Attorney is entitled or agreed upon with the Attorney, the turnover tax, at the statutory amount, the required and reasonable expenses (e.g. for travel costs, telephone, fax, copies) and cash expenditures made on the Client's behalf (e.g. court fees) shall also be charged.

8.5. The Client acknowledges that an estimate drafted by the Attorney but not expressly specified as binding for the amount of the expected fee is non-binding and shall not be considered a binding cost estimate (in accordance with Section 5 Para. 2 of the KSchG) because the scope of the services to be provided by the Attorney cannot be reliably assessed in advanced due to the nature of said services.

8.6. The Client shall not be charged for the costs of accounting and drafting invoices. This does not apply, however, to the costs incurred as a result of translations of service specifications into languages other than German at the request of the Client. Unless otherwise agreed, the costs for letters to the Client's financial auditor drafted upon request of the Client in which, e.g., the status of pending matters, a risk assessment for the creation of provisions and/or the status of pending fees on the clearance date are specified.

8.7. The Attorney is entitled to submit invoices at any time, at least quarterly, and demand advance fee payments.

8.8. If the Client goes into default on payment of the entire fee or part of the fee, the Client shall pay the Attorney default interest in the amount of 4%. If the Client is at fault for the default, they shall reimburse the Attorney for the actual excess costs. Additional statutory claims (e.g. Section 1333 of the ABGB) remain unaffected.

8.9. All court and official costs (cash expenditures) and expenses (e.g. due to purchased third-party services) incurred when fulfilling the Mandate can be transferred to the Client for direct settlement at the Attorney's discretion.

8.10. When an assignment is issued by multiple clients in a legal matter, they are all jointly liable for all resulting claims from the Attorney, if the Attorney's services from the Mandate cannot be divided and were not clearly provided for one Client.

9. Attorney's liability

9.1. In the event of damage caused by slight negligence, the Attorney's liability for deficient advice or representation is limited to the insurance sum available for the specific damage claim, at least in the amount of the insurance sum specified in Section 21a of the RAO in such a case. Currently, this is € 400,000.00 (in words: four hundred thousand euros) and for law firms in the form of a limited liability company, EUR 2,400,000.00 (in words: two million, four hundred thousand euros).

9.2. The maximum amount pursuant to Point 9.1 includes all claims against the Attorney for deficient advice and/or representation and, in particular, for compensation of damages and price reduction. This maximum amount does not include claims from Client for the return of the fee paid to the Attorney. Any potential deductibles do not reduce liability. The maximum amount applicable pursuant to Point 9.1 pertains to one insurance claim. If there are two or more competing damaged parties (clients), the maximum amount for each individual damaged party shall be reduced based on the ratio of the amount of the claims.

9.3. When commissioning a law firm, the limitations of liability pursuant to Points 9.1 and 9.2 also apply to the benefit of all attorneys who work for the company (as its shareholders, managers, associates or in other positions).

9.4. The Attorney is liable for third parties commissioned with the Client's knowledge, with the provision of individual partial services in the framework of the provision of services (in particular external assessors), that are neither contractors nor shareholders only if there was an error in the selection of third-party contractors.

9.5. The Attorney is liable only toward the Client, not toward third parties. The Client is obligated to expressly notify third parties who come into contact with the Attorney's services as a result of the Client's cooperation of this circumstance.

9.6. The Attorney is liable for knowledge of foreign law only in the event of a written agreement or if the Attorney offered to review foreign law. EU law never applies as foreign law, but as the law of the member states.

10. Client's legal protection insurance

10.1. If the Client has a legal protection insurance policy, they shall notify the Attorney immediately and submit the necessary documents (if available). However, irrespective thereof, the Attorney is obligated to obtain information on their own regarding whether and in which scope a legal protection insurance exists and request legal protection coverage.

10.2. If the Client declares that they have legal protection insurance and legal protection coverage is obtained by the Attorney, this does not change the Attorney's claim for remuneration toward the Client and shall not be considered consent from the Attorney to be satisfied with the remuneration paid by the legal protection insurance company.

10.3. The Attorney is not obligated to request remuneration directly from the legal protection insurance company and can request the entire fee from the Client.

The Client confirms, by signing below, that they acknowledge and understand Points 10.2 and 10.3.

(Client signature)

11. Termination of the Mandate

11.1. The Mandate can be terminated at any time by the Attorney or the Client without notice and without specification of grounds. This does not affect the Attorney's claim to remuneration.

11.2. In the event the Client or the Attorney terminates the Mandate, the Attorney shall continue representing the Client for a period of 14 days as this is necessary to protect the Client against legal disadvantages. This obligation does not apply if the Client revokes the Mandate and expresses that they no longer wish to engage the Attorney's services.

12. Obligation to surrender

12.1. The Attorney shall return original records to the Client upon request after the termination of the contractual relationship. The Attorney is entitled to keep copies of these records.

12.2. If, after the termination of the Mandate, the Client requests documents again (copies of documents) that they previously received while executing the Mandate, the Client shall bear the costs.

3. The Attorney is obligated to retain the files for a period of five years starting from the date on which the Mandate is terminated and submit copies to the Client upon request during this period. Point 12.2 applies to the allocation of costs. If longer statutory retention periods apply, they must be complied with. The Client agrees to the destruction of the files (including original records) after the expiration of the retention period.

13. Choice of law and extrajudicial dispute resolution

13.1. The Terms and Conditions and the client-attorney relationship governed therein are subject to Austrian law.

13.2. Should disputes between the Attorney and the Client arise with respect to the remuneration, the Client is free to request an audit of the remuneration by the Kärnten Bar Association; if the Attorney agrees to the audit by the Bar Association, this shall result in a free, extrajudicial audit of the reasonableness of the remuneration. The arbitration board for consumer business shall act as the extrajudicial dispute resolution body with respect to disputes between attorneys and clients (www.verbraucherschlichtung.or.at). The Client acknowledges that the Attorney is not obligated to engage or submit to this dispute resolution body and that, in the event of a dispute, a decision will first be made with the Attorney regarding whether or not they agree to extrajudicial arbitration proceedings.

14. Final provisions

14.1. The Attorney can correspond with the Client in any manner the Attorney deems appropriate, unless otherwise agreed upon, in particular, via email, using the email address the Client provides to the Attorney for the purposes of communication. If the client sends emails to the Attorney from other email addresses, the Attorney is also permitted to communicate with the Client via this email address if the Client does not expressly reject this method of communication in advance. Written declarations to be submitted according to these Terms and Conditions, unless otherwise stipulated, can also be submitted via fax or email.

Without instructions to the contrary from the Client, the Attorney is entitled to execute email correspondence with the Client in an unencrypted format. The Client declares that they have been informed of the related risks (in particular, access, confidentiality, modification of messages during transmission) and of the option of using TrustNetz and, being aware of these risks, agrees to email correspondence being executed in an unencrypted format.

To this end, the Client shall provide the email address via which they wish to communicate with the Attorney as follows:

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By signing, the Client confirms their agreement to the agreed upon terms pertaining to email communication:

..... (Client
signature)

14.2. The Client expressly declares their agreement to the Attorney processing, transferring or transmitting (pursuant to the Data Protection Act) the Client's and/or their company's personal data as required and expedient to fulfil the duties assigned to the Attorney by the Client or as is stipulated by law or as a result of professional obligations on the Attorney's part (e.g. participation in electronic legal correspondence, etc.).

The Attorney/the law firm:

The Client:

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