

General Terms and Conditions (GTC)

Mag. Katharina Bisset, MSc, attorney-at-law

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1. Scope

- 1.1. These GTC shall apply to all activities including judicial/official as well as extrajudicial acts of representation undertaken in the course of a contractual relationship existing between Mag. Katharina Bisset, MSc, attorney-at-law (hereinafter referred to as "attorney") and the client (hereinafter referred to as "client" or "mandate").
- 1.2. Deviating terms and conditions of the client shall only become part of the contract if the attorney has expressly agreed to them in writing.
- 1.3. These GTC apply to both entrepreneurs and consumers as defined by § 1 KSchG (Austrian Consumer Protection Code). If individual provisions only apply to consumers or entrepreneurs, this shall be expressly stated.

2. Mandate and power of attorney

- 2.1. The attorney shall be entitled and obliged to represent the client to the extent that this is necessary for the fulfilment of the mandate. If the legal situation changes after the end of the mandate, the attorney is not obliged to inform the client of any changes or of any consequences resulting therefrom.
- 2.2. It is expressly stated that the attorney does not review her activity for tax implications.
- 2.3. The client shall sign a written power of attorney upon request. This power of attorney may be limited to individual or apply to all transactions or acts.

3. Principles of representation

- 3.1. The attorney shall conduct the representation in accordance with the law and represent the rights and interests of the client towards everyone with zeal, loyalty, and conscientiousness.
- 3.2. The attorney shall be entitled to perform her services at her own discretion and to take all steps, in particular, to use means of attack and defence, as long as this does not contradict the client's mandate, her conscience or the law.
- 3.3. If the client issues an instruction to the attorney, compliance with which is incompatible with the law or with the principles of proper professional conduct based on the code of conduct (e.g. the Austrian Bar Council and the Austrian Bar Code of Conduct), the attorney shall reject the instruction. If, from the attorney's point of view, instructions are inappropriate or disadvantageous for the client, the attorney shall inform the client of the possibly disadvantageous consequences before carrying them out.
- 3.4. In the event of imminent danger, the attorney shall be entitled to take or refrain from taking any action not expressly covered by the mandate given or contrary to any instruction given, if this appears to be urgently required in the interest of the client.

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4. Information and cooperation obligations of the client

- 4.1. The client shall be obliged to inform the attorney without delay of all information and facts that are or could be of importance in connection with the execution of the mandate, and to provide all documents and means of evidence. The attorney can assume the accuracy of the information, documents and evidence, unless their incorrectness is obvious. The attorney shall not be liable to the client for any incorrectness that becomes apparent only at a later stage, nor for any information that has not been made available to the attorney. The client shall be obliged to inform the attorney without delay of all changed or newly occurring circumstances that are or could be of importance in connection with the execution of the mandate.
- 4.2. Furthermore, any changes of address shall be communicated to the attorney without delay and that the client can be reached by the attorney at any time.
- 4.3. If the attorney drafts contracts, the client is obliged to provide the attorney with all the information necessary for the self-calculation of real estate taxes, registration fees, etc.

5. Confidentiality, conflict of interest, reporting

- 5.1. The attorney shall be obliged to maintain secrecy regarding all matters entrusted to him and all other facts of which she becomes aware in her professional capacity, where the confidentiality of which is in the interest of her client.
- 5.2. The attorney shall be entitled to commission her employees and service providers with the handling of matters within the scope of the applicable laws and guidelines, provided that these employees have demonstrably been instructed about the obligation to maintain confidentiality.
- 5.3. The attorney shall only be released from the duty of confidentiality to the extent that this is necessary for the prosecution of the attorney's claims or for the defence against claims against her (in particular, claims for damages or in the case of fee disputes).
- 5.4. The client is aware that in some cases the attorney is obliged by law to provide information or report to authorities without the client's consent; in particular, regarding the provisions on money laundering and terrorist financing (e.g. Account Register and Account Inspection Act, GMSG, etc.).
- 5.5. The client may release the attorney from the obligation of confidentiality at any time. This does not release the attorney from the obligation to check whether her statement is in the interest of her client. The attorney may maintain her confidentiality even in the event of a release.
- 5.6. The attorney shall examine whether the execution of a mandate entails the risk of a conflict of interest within the meaning of the provisions of the Code of Conduct for Attorneys.

6. Sub-authorisation and substitution

- 6.1. The attorney may be represented by a trainee attorney employed by him or by another attorney or her authorised trainee attorney (sub-authorisation). The attorney may pass on the mandate or parts of it to another attorney (substitution).

7. Fee

- 7.1. The attorney is entitled to a reasonable fee for all services rendered and commissioned. Charging according to the AHK in connection with the RATG shall be deemed reasonable in any case. This also applies in particular if, in the event of an agreement on AHK/RATG, these costs are not awarded to the client by the court or are recognised as not being necessary for the purpose of pursuing the legal action (e.g. applications for extension of time limits, applications for evidence, preparatory pleadings, replications). Court fees or other fees for authorities etc. (e.g. court fees) due immediately upon submission of a pleading shall be transferred by the client to the attorney in advance upon request.

- 7.2. Even if a lump sum or hourly fee has been agreed upon, the attorney shall be entitled to the amount of costs recovered from the opponent, provided that this amount can be recovered, if they exceed the agreed amount. If a time fee has been agreed, the service shall be charged per five minutes.
- 7.3. If an e-mail is sent to the attorney by the client or the client's sphere of influence, the attorney shall not be obliged to read this e-mail without an explicit order to do so. If the attorney reads the e-mail sent, she shall be entitled to a fee for this in accordance with an express agreement for comparable services or in accordance with RATG or AHK.
- 7.4. Value added tax, necessary and reasonable expenses (e.g. for travel costs, copies) as well as cash expenses paid on behalf of the client (e.g. court fees) shall be added to the agreed fee.
- 7.5. The attorney shall be entitled to invoice and demand advance payments at any time, but in any case on a monthly basis. The fee shall be due immediately without deduction after receipt of the invoice.
- 7.6. If the client is an entrepreneur, an invoice sent to the client shall be deemed to have been approved if the client does not object in writing within 14 days (receipt by the attorney) of receipt.
- 7.7. If the client is granted a discount or rebate regarding the agreed fee, this shall merely be an offer by the attorney which shall be accepted by timely payment and valid only for the respective invoice. If the amount is not paid in due time, the attorney shall be entitled to charge the originally agreed higher amount. A discount or rebate shall not entitle the client to such a discount or rebate for future invoices.
- 7.8. If the client is in default of payment of all or part of the fee, the client shall pay interest on arrears at the statutory rate of 4%. If the client is an entrepreneur, an interest rate of 9.2 percentage points above the respective base interest rate shall be deemed to be agreed upon, and the client shall also compensate the attorney for any damage actually incurred in excess thereof. Other legal claims beyond this (e.g. § 1333 Austrian Civil Code) shall remain unaffected.
- 7.9. All court costs or taxes (cash expenses) and expenses incurred in connection with the mandate (e.g. due to purchased external services) may - at the attorney's discretion - be forwarded to the client for direct payment. These cash expenses must be paid by the client without delay.
- 7.10. If multiple clients together mandate one legal matter, they shall be jointly liable for all claims of the attorney. In the case of clients who are consumers, this shall only apply to the extent that the attorney's services under the mandate are not divisible and have not clearly been rendered for only one client.
- 7.11. Claims for reimbursement of costs of the entrepreneurial client against the opponent are hereby assigned to the attorney in the amount of the attorney's fee claim as soon as they arise. The attorney shall be entitled to inform the opposing party of the assignment at any time.
- 7.12. If the fee is agreed on an hourly rate basis, the smallest chargeable time unit is five minutes. Cash expenses such as postage, photocopies, travel and accommodation expenses in the case of out-of-town appointments shall be charged separately at cost. The hourly rate shall apply to all services rendered by the attorney for the client or in connection with the order in question, such as the processing of files (e.g. research, telephone calls, letters and pleadings), appointments (e.g. court hearings and meetings) with the client or other persons, the associated travelling and waiting times as well as all communication with the client or other persons (e.g. employees, business partners, authorities, courts), both letters, telephone calls, chats and all other digital and analogue forms.

8. Liability of the attorney

- 8.1. The attorney's liability for faulty advice or representation shall be limited to the insured sum per case, but at least the amount specified in § 21a Austrian Bar Code of Conduct. This is currently EUR 400,000. The attorney shall not be liable to entrepreneurs for loss of profit, third party damages, indirect damages and/or consequential damages, as well as damages resulting from slight negligence.
- 8.2. The above-mentioned maximum amount shall apply per case of damage and shall include all claims against the attorney arising from her professional activity, e.g. due to faulty counselling,

contract drafting or representation, in particular, for damages or price reduction. This shall not include claims to recover the fee paid to the attorney. If there are several competing injured parties (clients), the maximum amount for each individual party shall be reduced in proportion to the amount of the claims.

- 8.3. The attorney shall only be liable for third parties (in particular external experts and substitutes), who are neither employees nor shareholders, commissioned to provide specific services within the mandate, in the event of fault in their selection.
- 8.4. The attorney shall only be liable towards her client, not towards third parties. The client shall be obliged to expressly inform third parties who come into contact with the attorney's services to this fact.
- 8.5. The attorney shall only be liable for knowledge of foreign law if she has agreed in writing. EU law is never considered foreign law, but the law of the individual Member States is.
- 8.6. The limitation of liability applies to consumers only in the case of slight negligence. Liability for personal injury is not limited.
- 8.7. The limitation of liability in this point applies to the same extent to the client.

9. Lectures, Trainings and Workshops

- 9.1. Lectures, trainings and workshops (hereinafter the "Service") are usually offered as a flat fee. The duration specified in the offer is the actual duration of the service. However, the flat fee also includes the attorney's preparatory and follow-up work. Not included are cash or out-of-pocket expenses and costs for travel.
- 9.2. The service is usually provided online. In the case of on-site events, the attorney shall charge travel costs at the rate of the kilometre allowance applicable at the time of the order, irrespective of the means of transport or the actual time spent, from the seat of the law firm to the venue of the event. In the event that an overnight stay by the attorney before or after the service is necessary or has been agreed, this shall also be charged separately.
- 9.3. The agreed work of the attorney within the scope of the agreement shall comprise the following:
 - Provision of the service on the agreed topic.
 - Possibility to submit questions for the attorney in advance, which will be answered as far as possible within the scope of the service.
 - Provision of the documents (slides as PDF) after the lecture for the non-exclusive, own, internal use of the participants. Passing on to third parties who do not participate is not permitted.
- 9.4. Unless expressly agreed in individual cases, individual legal advice is not part of the service.

10. Limitation/Preclusion

- 10.1. If the client is an entrepreneur, and unless a shorter limitation or preclusion period applies by law, all claims against the attorney shall be forfeited if they are not asserted by the client in court within six months from the time when the client becomes aware of the damage and the person causing the damage or of the event otherwise giving rise to the claim, but at the latest after the expiry of five years after the conduct (infringement) causing the damage (giving rise to the claim).

11. Legal insurance of the client

- 11.1. The attorney's fee claim against the client shall not be affected by the disclosure of a legal (expenses) insurance and/or the confirmation of coverage of the costs of proceedings by a legal insurance. In any case, the attorney shall be entitled to claim the agreed fee directly from the client if the amount is not paid by a legal insurance. The attorney shall not be obliged to claim the fee directly from the legal insurance, but may claim the entire fee from the client.

- 11.2. The disclosure of legal insurance by the client and the obtaining of insurance cover by the attorney shall not affect the attorney's fee claim against the client and shall not be regarded as the attorney's agreement to be satisfied with the fee paid by the legal insurance for her services.

12. Copyright / Rights of use

- 12.1. After full payment of the fee, the client shall be granted the non-exclusive, non-transferable right to use the documents prepared by the attorney for the client's own purposes or the purposes agreed upon with the attorney. Any other use, in particular publication or disclosure to third parties, shall require the attorney's prior written consent. The client shall be granted the above-mentioned rights to other documents handed over by the attorney, unless otherwise stated in the individual case.
- 12.2. The client shall grant the attorney a non-exclusive right to the documents submitted, to use them without restriction for the performance of the mandate and for the enforcement or defence of the client's rights, at the attorney's own discretion, subject to the attorney's duty of confidentiality. The client shall ensure that these rights are also granted for documents of third parties.

13. Termination of the mandate

- 13.1. The mandate may be terminated by the attorney or the client at any time without notice and without stating reasons. The attorney's fee claim shall remain unaffected by this.
- 13.2. In the event of dissolution, the attorney shall continue to represent the client for a period of 14 days to the extent necessary to protect the client from legal disadvantages. This obligation shall not apply if the client revokes the mandate and expresses that he/she does not wish the attorney to continue working for him/her.
- 13.3. It is noted that unless the mandate is terminated by the client or the attorney in accordance with this point, it is in principle given for an indefinite period.

14. Duty to Return

- 14.1. Upon request, the attorney shall return the original documents to the client after termination of the client-attorney relationship. The attorney shall be entitled to retain copies of these documents.
- 14.2. If, after the end of the mandate, the client again requests documents (copies of documents) which have already been received in the course of the mandate, the costs shall be borne by the client.
- 14.3. The attorney is obliged to keep the files for a period of five years from the termination of the mandate, or all documents relevant under tax law for seven years, and to hand over copies to the client during this period if required. If longer statutory periods apply to the duration of the retention obligation, these must be complied with. The client agrees to the destruction of the files (including original documents) after expiry of the retention period.

15. Data protection

- 15.1. The attorney's privacy policy applies, which can be viewed and downloaded at www.bisset.at/datenschutz.
- 15.2. The attorney shall process personal data relating to the client and/or company (as defined by the Data Protection Act and the GDPR) to the extent that this is necessary and purposeful for the performance of the mandate or results from the attorney's legal or professional obligations (e.g. participation in electronic legal transactions, etc.).

16. Communication

- 16.1. Unless otherwise agreed, the attorney may correspond with the client in any appropriate manner, in particular, also via the e-mail address provided by the client. If the client sends e-mails from other

e-mail addresses, the attorney may also communicate with the client via this e-mail address, unless the client expressly rejects this beforehand.

- 16.2. If the client sends e-mails to the attorney to other persons (To or CC), the attorney may also reply to these persons, but is not obliged to do so.
- 16.3. Unless otherwise stipulated, declarations to be made in writing pursuant to these GTC may also be made by e-mail. Unless otherwise instructed by the client in writing, the attorney shall be entitled to conduct e-mail communication with the client in a non-encrypted form. The client is hereby informed of the risks involved (in particular confidentiality, alteration of messages in the course of transmission). E-mails, electronic contract declarations and other electronic declarations shall be deemed to have been received if the client or the recipient can retrieve them under normal circumstances.
- 16.4. The platform IURIO will be used for secure communication (data exchange, chat, tasks). The client's documents (e.g. provided by the client, created by the attorney) will be made available or managed on this platform. Attorney and client will communicate (at least partially) via the platform (data upload, chat, tasks). This communication is deemed to be delivered as soon as the client is able to retrieve it.
- 16.5. If the client has named a contact person to the attorney, such as an employee/officer or a third party, the attorney may assume that orders from this person are binding and on behalf of the client.

17. Choice of law, place of jurisdiction and dispute resolution

- 17.1. Austrian law shall apply excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). In the event of the applicability of Article 6(1) Rome I Regulation, this choice of law pursuant to Article 6(2) Rome I Regulation shall not result in the consumer being deprived of the supplementary protection afforded by mandatory provisions of the law of the consumer's member state.
- 17.2. If the client is an entrepreneur, it shall be agreed that the court having subject-matter jurisdiction at the attorney's registered office shall have exclusive jurisdiction over legal disputes arising from or in connection with the contractual relationship governed by these GTC, including disputes regarding its validity. However, the attorney shall also be entitled to bring claims against the client before any other court in Austria or abroad in whose jurisdiction the client has her registered office, place of residence, branch office or assets.
- 17.3. Should a dispute arise between the attorney and the client regarding the fee, the client shall be free to request a review of the fee by the Bar Association of Lower Austria; if the attorney agrees, this shall result in an out-of-court review of the appropriateness of the fee free of charge.

18. Final provisions

- 18.1. Amendments or supplements to these GTC must be made in writing in order to be valid.
- 18.2. With respect to entrepreneurs, the invalidity of one or more 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 the invalid provision in terms of the economic result.
- 18.3. The GTC can be viewed and downloaded at any time at www.bisset.at/agb.
- 18.4. In case of discrepancies, the German version of these GTC shall prevail.