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General Terms and Conditions (GTC)

of

Schuh Rechtsanwalts GmbH
Reg. No. 680281 p
Kohlmarkt 16/2/13c
A-1010 Vienna

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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, that are performed by Schuh Rechtsanwalts GmbH ("**schuh.law**") including its shareholders, managing directors, attorneys and other employees for 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. The client expressly agrees that, by engaging and/or authorizing schuh.law, the contract between the client and schuh.law („**Engagement Letter**") together with these General Terms and Conditions (GTC) govern the legal relationship between the client and schuh.law („**Mandate**"). In the event of any conflict between the GTC and the Engagement Letter, the Engagement Letter shall prevail.

1.4. 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

1.5. schuh.law reserves the right to update these GTC. The current version is available on schuh.law's website (www.schuh.law).

2. Mandate/Assignment and Authorization

2.1. schuh.law shall be entitled and obliged to represent the client to the extent necessary and expedient for the fulfilment of the Mandate.

2.2. Before accepting a mandate, schuh.law shall examine whether there is a risk of a conflict of interest within the meaning of the Austrian Attorneys' Code (RAO). If the client becomes aware of an actual or potential conflict of interest at any time, he shall inform schuh.law thereof in writing without delay.

2.3. At schuh.law's request, the client shall immediately sign a written power of attorney and hand it over to schuh.law. This power of attorney may be directed at the performance of individual, precisely defined or all possible legal transactions or legal acts.

2.4. By issuing the Mandate (assignment) to schuh.law, schuh.law 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. schuh.law shall conduct the representation entrusted to it in accordance with the provisions of professional laws and represent the rights and interests of the client vis-à-vis everyone to the best of its knowledge and belief.

3.2. In principle, schuh.law shall be entitled to perform its services at its own discretion and to take all steps, in particular to use means of attack and defense in any way, as long as this does not contradict the client's instructions, its conscience or the law.

3.3. If the client issues an instruction to schuh.law, compliance with which is incompatible with the principles of proper professional practice of attorneys based on the law or other professional codes of conduct - e.g. the 'Guidelines for the Professional Practice of Lawyers' (RL-BA) or the judgement practice of the highest instances in professional disciplinary proceedings (Supreme Appellate and Disciplinary Commission for Lawyers and Trainee Lawyers (OBDK) or Supreme Court (OGH)), schuh.law or its attorneys shall reject the instruction. If schuh.law considers instructions to be inappropriate or even disadvantageous for the client, schuh.law shall inform the client of the potentially disadvantageous consequences before carrying them out.

3.4. In the event of imminent danger, schuh.law shall also be authorized to take or refrain from taking an action not expressly covered by the Mandate given or contrary to an instruction if this appears to be urgently required in the interests of the client. However, schuh.law shall only be obliged to take legal action if he has received and accepted an instruction to do so.

3.5. The advice and representation by schuh.law shall be provided exclusively in accordance with Austrian law and shall in particular not extend to questions of profitability, tax treatment, fees, accounting, balance sheet preparation or regulatory capital, nor to technical, environmental, insurance-related, actuarial, information technology or other non-legal aspects. Unless expressly agreed in writing, schuh.law also does not advise on foreign trade issues such as sanctions and embargoes.

3.6. If the legal situation changes after the end of the Mandate, schuh.law shall not be obliged to inform the client of the changes or the resulting consequences.

4. Information and Cooperation Obligations of the Client

4.1. After the Mandate has been granted, the client shall be obliged to provide schuh.law immediately with all necessary circumstances, information, facts, information, evidence, data, deeds, documents, etc. that are or could be of importance in connection with the performance of the Mandate, even without schuh.law's specific request. schuh.law shall be entitled to assume the accuracy and completeness of such information, facts, documents, records and evidence and to base his further activities on them, unless their inaccuracy is unquestionable/unambiguous.

4.2. During the term of the Mandate, the client shall be obliged to notify schuh.law of any changed or newly arising circumstances that are or could be of significance in connection with the performance of the Mandate as soon as they become known.

4.3. Due to the statutory provisions on the prevention of money laundering and terrorist financing, schuh.law shall be obliged to take certain auditing measures in the case of transactions potentially involving money laundering (as defined in sec. 8a para. (1) of the Austrian Attorneys' Code (RAO)). In the case of such transactions, the client shall be obliged to provide the Schuh.law with all information and evidence requested in this context immediately, truthfully and completely. This shall also apply if schuh.law requests such information on behalf of an involved credit institution. The client acknowledges and agrees that schuh.law may not and will not take any action until these obligations have been fully fulfilled.

4.4. If schuh.law is drafting contracts, the client shall be obliged to provide schuh.law with all information required for the self-calculation of the real estate transfer tax, registration fee and real estate income tax. If schuh.law carries out the self-calculation on the basis of the information provided by the client, schuh.law shall in any case be exempt from any liability towards the client. However, the client is obliged to indemnify and hold schuh.law harmless in the event of financial disadvantages should the client's information prove to be incorrect.

5. Use of Work Results and Documents, Copyright

5.1. The work results and documents prepared by schuh.law within the scope of the Mandate (e.g. legal opinions, legal statements, contracts, report letters, statements, presentations, etc. as well as drafts thereof) are solely addressed at the expressly specified group of addressees.

5.2. The client shall ensure that the work results and documents prepared by schuh.law within the scope of the Mandate are only used for the respective purposes of the Mandate.

5.3. The forwarding and/or making available to other third parties of the work results and documents prepared by schuh.law within the meaning of clause 5.1. shall only be permitted with the written consent of schuh.law. Any liability whatsoever of schuh.law towards other third parties shall be excluded in any case.

5.4. The copyright to schuh.law's services shall remain with schuh.law. The granting of rights to the services, in particular of authorizations to use the work or rights to use the work, shall require the express written consent of schuh.law.

6. Confidentiality Obligation and Conflict of Interest

6.1. In accordance with the law and the following provisions, schuh.law shall be obliged to maintain confidentiality about the facts that have become known to him in connection with his professional activity for the client.

6.2. schuh.law shall be authorized to instruct all employees to handle matters within the framework of the applicable laws and guidelines, provided that these employees have been instructed about the obligation of confidentiality.

6.3. schuh.law shall be released from the obligation of confidentiality insofar as this is necessary or expedient for the pursuit of claims by schuh.law (in particular claims for schuh.law's fees) or for the defense against claims against schuh.law (in particular claims for damages by the client or third parties against schuh.law).

6.4. Furthermore, schuh.law shall not be bound by the confidentiality obligation if it is released from it by the client or if the confidentiality obligation conflicts with statutory obligations (e.g. regulatory disclosure obligations within the meaning of the Austrian Stock Exchange Act (BörseG), disclosure obligations within the meaning of the Austrian Attorneys' Code (RAO) to combat money laundering and terrorist financing).

6.5. schuh.law may only disclose the contents of files, documents etc. handed over by the client to third parties with the client's consent, unless (i) there are legal obligations for disclosure, (ii) disclosure is necessary and expedient in the context of handling the mandate, (iii) the documents handed over were handed over for the purpose of forwarding them for submission to courts or authorities, or (iv) disclosure is necessary or expedient for the prosecution or defense of claims as defined in clauses 6.3. and 6.4 of these GTC. If schuh.law is drafting contracts or acts otherwise for several clients with their knowledge and consent, the consent to inform all clients or contractual partners accordingly and to hand over documents etc. shall be deemed to have been given.

6.6. schuh.law must determine whether the handling of the matter poses a risk of a conflict of interest as defined by the provisions of the Austrian Attorneys' Code (RAO).

6.7. Unless otherwise agreed, schuh.law shall be entitled to disclose to third parties the name of the client, the nature of the mandate accepted and a description of the activities performed by schuh.law within the scope of this mandate. The client shall expressly release schuh.law from its duty of confidentiality to this extent.

7. Sub-Authorization and Substitution

schuh.law may at any time be represented by a trainee lawyer working for schuh.law or by another attorney or his authorized trainee lawyer (sub-authorization). In the event of an impediment, schuh.law may pass on the Mandate or individual partial acts to another attorney pursuant to sec. 14 of the Austrian Attorneys' Code (RAO) (substitution). In the event of sub-authorization or substitution to another lawyer, schuh.law shall only be liable for fault in selection.

8. Engagement of External Consultants

8.1. schuh.law may assist in the selection and engagement of external consultants as well as in the coordination of the services they provide; however, it acts in this regard only to the best of its knowledge and assumes no responsibility or liability for the skills and performance of such individuals.

8.2. Any (sub)contracting of an external consultant in connection with the engagement is done on behalf of the client. In particular, a consultant engaged in this manner is directly responsible to the client.

8.3. schuh.law is liable for third parties (in particular external experts) engaged by schuh.law to perform specific services within the scope of service provision, with the client's knowledge, only for errors in selection.

9. Fees and Expenses

9.1. Unless otherwise agreed in writing, the services rendered by schuh.law shall be charged on a time basis. The total time spent by schuh.law, schuh.law's trainee lawyers and other legal staff on the Mandate shall be invoiced, whereby in particular the study of files, travelling time, study of laws, literature and case law, reports as well as the drafting and revision of written documents shall also be invoiced. Invoicing shall be based on the hourly rates notified to the client by schuh.law or, in the case of ongoing support of the client, on the hourly rates according to which invoices have already been issued in a previous mandate, unless other hourly rates have been expressly agreed. Invoicing shall be based on the actual time worked, with the smallest chargeable unit being 10 (ten) minutes.

9.2. The hourly rates for schuh.law's advisory and representation services shall be index-linked. schuh.law reserves the right to adjust the agreed fee annually - but no earlier than three months after the start of the Mandate - on the basis of the Consumer Price Index 2020 (CPI 2020) published by Statistics Austria - depending on the upward or downward development of the CPI 2020. The CPI 2020 index figure published for the month of the start of the Mandate serves as the reference figure for the first index adjustment. In the event of a value adjustment, the new CPI 2020 index figure represents the new reference figure for the next adjustment.

9.3. If billing on the basis of time-based fees has not been agreed, the services rendered by schuh.law shall be billed in accordance with the Austrian Schuh.laws' Fees Act (RATG) or the General Fee Criteria (AHK), as amended. In any case, schuh.law shall be entitled to a reasonable fee.

9.4. Even if a lump-sum or time-based fee has been agreed, schuh.law shall be entitled to at least the amount of reimbursement of costs claimed from the opposing party in excess of this fee, insofar as this can be recovered, otherwise the agreed lump-sum or time-based fee.

9.5. Value added tax at the statutory rate, the necessary and reasonable expenses (e.g. for travel, travelling, subsistence and accommodation costs, postage costs, copies) and any cash expenses paid on behalf of the client (e.g. court, filing and registration fees, translation costs, advances on costs, Company and Land Register extracts, enquiries to the Central Register of Residents) shall be added to the agreed or due fee.

9.6. The client acknowledges that any estimate made by schuh.law regarding the amount of the anticipated fee that is not expressly designated as binding shall be non-binding and shall be regarded as a non-binding cost estimate (within the meaning of sec. 5 (2) of the Austrian Consumer Protection Act (KSchG), because the extent of the services to be rendered by schuh.law cannot, by its nature, be reliably assessed in advance.

9.7. It is expressly pointed out that the fee charged according to the hourly rate may exceed any insurance benefit from a legal expenses insurance or a claim for reimbursement of costs against third parties of the client to be determined on the basis of the Austrian Attorneys' Fees Act (RATG) and that the corresponding difference is to be paid by the client.

10. Invoicing

10.1. schuh.law shall be entitled to invoice his services at any time. Unless expressly agreed otherwise in writing, schuh.law's services shall generally be invoiced once at the end of each calendar month. Unless otherwise agreed in individual cases and with the exception of lump-sum fee agreements, the fee notes shall be accompanied by a list of services rendered by schuh.law.

10.2. The client shall not be charged for the costs of invoicing and preparing the fee notes. However, this shall not apply to the expenses incurred for the translation of service specifications into a language other than German at the client's request. However, the expenses for letters written to the client's tax advisor or auditor at the client's request, in which, for example, the status of pending cases, a risk assessment for the creation of provisions and/or the status of outstanding fees as at the balance sheet date are stated, may be charged.

10.3. Only valid for clients who are entrepreneurs: A duly itemized fee note sent to the client shall be deemed approved if and insofar as the client does not object in writing within one month (the date of receipt by schuh.law shall be decisive) of receipt of the fee note.

10.4. The client hereby expressly agrees that fee notes may also be issued and transmitted in electronic form (e.g. by e-mail)

10.5. Unless otherwise agreed, schuh.law's fee notes are payable and due immediately upon receipt and without deductions in euros.

10.6. Only valid for clients who are entrepreneurs: If the client is in default of payment of all or part of the fee, he shall pay schuh.law default interest at the statutory rate of 4 percent. If the client is responsible for the delay in payment, the statutory interest rate shall be 9.2 percent above the respective base interest rate and the client shall also compensate schuh.law for any damage actually incurred in excess thereof. Any further statutory claims (e.g. sec. 1333 of the Austrian General Civil Code (ABGB)) shall remain unaffected. In particular, schuh.law shall also be entitled to charge reminder fees in an appropriate amount.

10.7. Only valid for clients who are consumers: If the client is in default of payment of all or part of the fee, he shall pay schuh.law default interest at the statutory rate of 4 percent. If the client is responsible for the delay in payment, the client shall also compensate schuh.law for any additional damage actually incurred. Any further

statutory claims (e.g. sec. 1333 of the Austrian General Civil Code (ABGB)) shall remain unaffected. In particular, schuh.law shall also be entitled to charge reminder fees in an appropriate amount.

10.8. schuh.law shall be entitled to demand one or more advance fee payments (payment on account) from the client. Advance fee payments shall be credited against the regular fee notes and any remaining amount shall be refunded to the client without interest.

10.9. All court and official costs (cash disbursements) and expenses (e.g. due to purchased external services) may - at the discretion of schuh.law - be passed on to the client for direct settlement.

10.10. If a mandate instruction is given by several clients in one legal case, they shall be jointly and severally liable for all resulting claims of schuh.law. If the client is a Consumer, this shall only apply if and to the extent that schuh.law's services under the mandate are not divisible and were not clearly provided for one client only.

10.11. Claims for reimbursement of costs of the client against the opposing party are hereby assigned to schuh.law in the amount of schuh.law's fee claim as soon as they arise. schuh.law shall be entitled to notify the opposing party of the assignment at any time.

10.12. Only valid for clients who are entrepreneurs: A set-off of the client's claims against schuh.law's claims shall be excluded unless these have been acknowledged in writing by schuh.law or established by a court.

10.13. Only valid for clients who are consumers: The client shall be entitled to set off his liabilities against claims of schuh.law, provided that (i) the counterclaims are legally related to the client's liability, (ii) the claims are expressly recognized by the Schuh.law in writing or have been legally established, or (iii) schuh.law is insolvent. Furthermore, the client shall not be entitled to set off his own claims against claims of schuh.law.

10.14. Only valid for clients who are entrepreneurs: The client's right of retention pursuant to sec. 1052 of the Austrian General Civil Code (ABGB) is excluded.

10.15. In the event of termination of the Mandate, schuh.law shall in any case be entitled to the part of the fees corresponding to its previous services.

11. Legal Expenses Insurance of the Client

11.1. If the client has legal expenses insurance, he shall inform schuh.law thereof without delay and submit the required documents (if available). Once schuh.law has received sufficient information about the client's existing legal expenses insurance, schuh.law shall apply for legal expenses cover.

11.2. The disclosure of legal expenses insurance by the client and schuh.law's obtaining of legal expenses insurance coverage shall not affect schuh.law's fee claim against the client and shall not be regarded as schuh.law's agreement to be satisfied with the fee paid by the legal expenses insurance; this shall apply in particular if the services rendered to the client are invoiced on the basis of hourly

fees and the legal expenses insurance pays a lower fee in accordance with the insurance provisions. schuh.law must inform the client of this fact.

11.3. schuh.law shall not be obliged to claim the fee directly from the legal expenses insurance but may demand the entire fee from the client.

12. Limitation of Liability

12.1. Only valid for clients who are entrepreneurs:

12.1.1. The liability of schuh.law (in particular for the actions of its shareholders, managing directors, attorneys, associates, employees, or other persons acting on behalf of schuh. law) as well as the client's liability for any losses, costs, expenses, or damages arising from or in connection with the engagement is limited to a maximum total amount of EUR 2,400,000 (two million four hundred thousand euros) (see also clauses 12.1.2., 12.1.3. and 12.1.7.).

12.1.2. The limitation of liability pursuant to clause 12.1.1. shall apply to all claims on whatever legal grounds, irrespective of whether they arise from contract, tort, breach of statutory or pre-contractual obligations or otherwise in connection with the Mandate.

12.1.3. The limitation of liability in accordance with clause 12.1.1. shall not apply in the event of blatantly gross negligence or wilful misconduct.

12.1.4. Any liability of schuh.law as well as any liability of the client for damages in connection with the Mandate caused by slight or simply gross negligence shall be excluded (see also clause 12.1.7.).

12.1.5. The reversal of the burden of proof pursuant to sec. 1298 sentence 2 of the Austrian General Civil Code (ABGB) is excluded.

12.1.6. Any liability of schuh.law as well as any liability of the client for indirect or consequential damages or loss of profit in connection with the Mandate is excluded (see also clause 12.1.7.).

12.1.7. None of the limitations and exclusions of liability under clause 11.1 shall apply in respect of personal injury.

12.2. Only valid for clients who are consumers:

12.2.1. Any liability of schuh.law (in particular for the actions of its shareholders, managing directors, attorneys, associates, employees, or other persons acting on behalf of schuh. law) as well as any liability of the client for any damage arising from or in connection with the Mandate caused by slight negligence shall be excluded (see also clauses 12.2.4. and 12.2.5.).

12.2.2. Any liability of schuh.law as well as any liability of the client for indirect or consequential damages or loss of profit arising out of or in connection with the Mandate caused by slight negligence shall be excluded (see also clause 12.2.5.).

12.2.3. The reversal of the burden of proof pursuant to sec. 1298 sentence 2 of the Austrian General Civil Code (ABGB) is excluded.

12.2.4. The exclusions of liability pursuant to clauses 12.2.1. and 12.2.2. shall apply to all claims on whatever legal grounds, irrespective of whether they arise from contract, tort, breach of statutory or pre-contractual obligations or otherwise in connection with the Mandate.

12.2.5. None of the exclusions of liability under clause 12.2 shall apply in respect of personal injury.

12.3. With respect to third parties (e.g. subcontractors, tax advisors, chartered accountants, other experts, etc.) engaged within the scope of the Mandate or within the scope of the provision of services, schuh.law shall only be liable for fault in the selection of such third party. No liability shall be assumed for the activities of lawyers who provide representation and/or advice outside Austria on behalf of the client or schuh.law.

12.4. Any liability on the part of schuh.law applies exclusively to the client and not to third parties. The client is obligated to expressly inform any third parties who, due to the client's involvement, come into contact with the services provided by schuh.law of this fact, and to indemnify and hold schuh.law harmless from any resulting claims. Applicable only to clients who are consumers: This does not apply to cases in which it is apparent to schuh.law that the services encroach upon the sphere of the third party.

12.5. schuh.law is solely responsible for all services rendered for and on behalf of schuh.law in connection with the Mandate and for any resulting damages. Under no circumstances shall there be any personal claim of any kind against a shareholder, managing director, attorney, associate, or employee of schuh.law, or against any other person acting on behalf of schuh.law.

12.6. schuh.law shall not be liable for the knowledge, application and/or examination of foreign law (see also clause 3.5.).

12.7. schuh.law shall not be liable for information provided by telephone or verbal statements or declarations made by his employees, unless such information, statements or declarations have subsequently been confirmed in writing.

13. Statute of Limitations/Preclusion

13.1. Only valid for clients who are entrepreneurs: Unless a shorter limitation or preclusion period applies by law, any claims against schuh.law shall become time barred if they are not asserted by the client in court within 6 (six) months of the time at which 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 three years after the conduct (breach) causing the damage (giving rise to the claim)

13.2. Only valid for clients who are consumers: Unless a shorter limitation or preclusion period applies by law, any claims against schuh.law shall become time barred if they are not asserted in court by the client within 1 (one) year from the time at which the client becomes aware of the damage and the person causing the damage or otherwise of the event giving rise to the claim. This shall not apply to warranty claims. However, any claims against schuh.law shall become time

barred at the latest three years after the conduct (breach) causing the damage (giving rise to the claim)

14. Communication

14.1. Statements by schuh.law to the client shall in any case be deemed to have been received if they are sent to the address provided by the client when the mandate was granted or to the changed address (in particular e-mail address) communicated subsequently in writing. Unless otherwise agreed, schuh.law may correspond with the client in any way he deems appropriate, in particular by e-mail. Declarations to be made in writing in accordance with these GTC may also be made by e-mail.

14.2. Unless otherwise instructed in writing by the client, schuh.law shall be authorized to conduct e-mail correspondence with the client in unencrypted form. The client declares that he has been informed of the associated risks (in particular access, confidentiality, alteration of messages in the course of transmission) and that he is aware of these risks and consents to e-mail correspondence being conducted in unencrypted form.

14.3. The client agrees that schuh.law 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 and voice-over-IPs

15. File Management

15.1. Upon termination of the mandate, schuh.law shall return original documents (if available) to the client upon request. schuh.law shall be entitled to retain copies of these documents

15.2. If the client requests further documents (copies of documents) after the end of the Mandate, which he has already received in the course of the Mandate, the costs incurred in this connection (e.g. time, postage, copies) shall be borne by the client.

15.3. schuh.law shall keep files in paper and/or electronic form. All documents in connection with the Mandate shall be retained by schuh.law for (at least) the period prescribed by law. The client agrees to the destruction of the files (including original documents) after expiry of the retention obligation.

16. Data Protection

16.1. In the course of the provision of (legal) services by schuh.law and for the purpose of process optimization, it is necessary to process personal data of the client and also personal data of the client's contractual partners, employees and other third parties. Insofar as the client provides such data, schuh.law may assume that he is authorized to do so.

16.2. schuh.law processes personal data in compliance with the applicable data protection regulations. Further information on this can be found in the data privacy statement (available at www.schuh.law).

17. Termination of Mandate

17.1. Unless otherwise agreed in writing or stipulated by professional regulations, the Mandate may be cancelled by schuh.law or the client at any time without notice and without giving reasons. This shall not affect schuh.law's fee claims.

17.2. In the event of cancellation of the Mandate by the client or schuh.law, schuh.law shall continue to represent the client for a period of 14 (fourteen) days, insofar as this is necessary to protect the client from legal disadvantages. This obligation shall not apply if the client cancels the Mandate and expresses that he does not wish schuh.law to continue working for him.

17.3. After termination of the Mandate, for whatever reason, the entire outstanding fees of schuh.law, including cash expenses, any fees and expenses of third parties (plus VAT, if applicable) shall be due immediately.

17.4. Notwithstanding the termination of the Mandate, Section 4. (*Information and Cooperation Obligations of the Client*), Section 5. (*Use of Work Results and Documents, Copyright*), Section 6. (*Confidentiality Obligation and Conflict of Interest*), Section 12. (*Limitation of Liability*), Section 13. (*Statute of Limitations/Preclusion*), Section 15. (*File Management*), Section 16. (*Data Protection*), Section 19. (*Governing Law and Jurisdiction*), and Section 19.2. (*Prohibition on Assignment*) of these GTC shall remain in force.

18. Applicable Law and Jurisdiction

18.1. These GTC and the entire client-attorney relationship between schuh.law and the client are governed exclusively by Austrian substantive law, to the exclusion of the conflict-of-laws provisions of Austrian private international law. If the client is a consumer, the applicability of mandatory legal provisions of the consumer's home country remains unaffected by this choice of law.

18.2. 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, schuh.law 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 provisions of sec. 14 of the Austrian Consumer Protection Act (KSchG) shall apply.

19. Final Provisions

19.1. Any amendments or supplements to these GTC must be made in writing to be valid.

19.2. Any partial or full assignment of rights and obligations arising from the Engagement Letter, or any transfer of contractual obligations (assignment of contract) by the client to third parties, is permitted only with the prior written consent of schuh.law.

19.3. The invalidity of one or individual provisions of these GTC or of the contractual relationship governed by these 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 economic result or the objective pursued. This applies accordingly in the event of a contractual gap.

19.1. In the event of discrepancies or contradictions between the German and English versions of these GTC, the German version shall prevail.