



## General Terms of Engagement (GTE)

(This is an English translation of the German text, which is the sole authoritative version.)

### 1.

#### Scope

- 1.1 These engagement terms shall apply to all activities and acts of representation in court and out of court, as well as before authorities, which are undertaken in the course of a contractual relationship (hereinafter also referred to as the "mandate") between Dr. Daniel KIEBER, Dr. Erek NUENER, Dr. Thomas STRUTH and Dr. Christa BURSCHOWSKY, attorneys at law, (hereinafter simply referred to as the 'lawyer') and the client.
- 1.2 These engagement terms shall also apply to new mandates between the client and the lawyer, unless agreed explicitly otherwise in writing.

### 2.

#### Mandate and Power of Attorney

- 2.1 The lawyer shall have the right and obligation to represent the client to the extent that is necessary and expedient in order to comply with the mandate. In the event that the legal situation changes after the mandate has ended, the lawyer shall not be obliged to draw the client's attention to these changes or the consequences resulting therefrom.
- 2.2 If requested by the lawyer the client shall sign a written power of attorney. The power of attorney may relate to the performance of individual, precisely defined or all possible legal services or acts.

### 3.

#### Principles of Representation

- 3.1 The lawyer shall perform the representation entrusted to him/her in conformity with statutory provisions and represent the rights and interests of the client vis-à-vis all persons, applying diligence, loyalty and conscientiousness.
- 3.2 As a matter of principle, the lawyer shall have the right to provide the performance at his/her own discretion and to take all steps, especially to use all means of prosecuting and defending a case, as long as they do not conflict with the mandate with the client, the lawyer's conscience or the law.
- 3.3 If the client issues an instruction to his/her lawyer, compliance of which is incompatible with the principles for the proper exercise of the profession of the lawyer, based on statutory provisions or other statutory regulations regarding codes of conduct (e.g. the



'Standesrichtlinien der Liechtensteinischen Rechtsanwaltskammer', i.e. the 'Guidelines for the Exercise of the Profession of Lawyers), the lawyer shall reject the instruction.

- 3.4 In the event of imminent danger, the lawyer shall have the right to take or to refrain from an act, although this may not expressly be covered by the mandate, if this appears to be urgently required in the interest of the client.

#### 4.

##### **Client's Obligations to provide Information and to Cooperate**

- 4.1 After the client has entered into a mandate, the client shall be obliged to provide the lawyer with all information and facts, without delay, which may be of significance for complying with the mandate, as well as to make accessible all required documents and means of evidence.
- 4.2 The lawyer shall have the right to assume that the information, facts, documents, papers and means of evidence are correct, unless their incorrectness is obvious.
- 4.3 During the term of the mandate, the client shall be obliged to communicate to the lawyer all changed or newly arising circumstances that might be of significance in connection with the performance of the mandate, immediately after they have come to the client's attention.

#### 5.

##### **Obligation of Confidentiality, Conflict of Interests**

- 5.1 The lawyer is bound by professional secrecy in all matters which have been confided to him and all facts which have otherwise become known to him in his capacity as a lawyer, whose confidentiality is in the interest of his client.
- 5.2 The lawyer shall be released from the obligation of confidentiality only to the extent that is necessary in order to prosecute the lawyer's claims (especially claims for the lawyer's fee) or to defend claims against the lawyer (especially claims for damages by the client or third parties against the lawyer).

#### 6.

##### **The Lawyer's Obligation to Inform the Client**

The lawyer shall bring all actions taken in connection with the mandate to the attention of the client, in oral or written form, as well as in sufficient detail.



## 7.

- 7.1 In the absence of other agreements, the lawyer shall be entitled to receive an adequate fee.
- 7.2 Also when agreeing on a lump-sum or time-based fee, the lawyer - in addition to the lawyer's fee - shall at least be entitled to the cost refund recovered from the opposing party, to the extent that this amount can be collected; otherwise, the lawyer shall receive the agreed lump-sum or time-based fee.
- 7.3 If the services of the lawyer are charged on basis time spent the client will be charged for the entire time dedicated to the mandate, including study of files, legislation, doctrine and jurisprudence, travel times, errands (i.e. commissions, e.g. inspection of files at court) report letters to the client, drafting and reviewing of documents. The same shall apply to report letters resp. emails, telephone calls carried out by the secretariat. Mere and typical secretary services (e.g. typing and telephone exchange services, coordination of meetings, administration of files) will not be charged. In the absence of other written agreements an hourly rate of CHF 500.00 (plus VAT and expenses according to sec.7.4) shall apply. The time units to be charged will be 15 minutes each. The client's attention is drawn to the fact, that the lawyer's fees calculated to the time spent may exceed the client's legal expenses insurance cover or the lawyer's fees on basis of the RATG recoverable from the opponent and the any difference thereto has to be borne by the client.
- 7.4 The value-added tax at the statutory rate shall be added to the fee due to/agreed with the lawyer, as well as all required and appropriate expenses (e.g. for travelling/commuting, telephone, telefax, copying, email), and the cash expenses incurred on behalf of the client (e.g. court fees).
- The expenses regarding telephone, fax, internet research, email, postage are charged on the basis of 3% of the fees. Any other specific expenses are charged additionally.
- 7.5 The client takes note of the fact that estimates, made by the lawyer and not expressly referred to as binding, regarding the anticipated amount of the fee are without engagement and cannot be regarded as a binding cost, since it is in the nature of the lawyer's performance that its scope cannot be reliably assessed in advance.
- 7.6 The effort required for calculating the fee and preparing the invoice shall not be debited to the client. However, this shall not apply to the effort required for translating, upon client's request, into another language than German the list of services provided.
- 7.7 Unless there are other agreements, the invoiced amount shall include the service of drawing up letters upon the client's request to the client's chartered accountant which relate, for example, to the status of pending cases, or give an assessment of the risks for the purpose of setting aside provisions and/or reporting on the state of outstanding fees at a certain reporting date.



- 7.8 The respective statement of fees will be issued monthly by the last date of each month. Unless a lump sum has been agreed on, a list of the services rendered will be attached to the statement of fees.
- 7.9 An invoice forwarded to client and properly broken down into its various items shall be deemed to have been approved, if and to the extent that the client does not expressly oppose it in writing within thirty days of its receipt (receipt by the lawyer shall be the decisive date).
- 7.10 In the event that the client is delayed in paying all or a part of the fee, the client shall pay interest on arrears to the lawyer in the statutory amount, as a minimum, however, 4% above the respectively applicable basic interest rate. The foregoing shall not affect any further statutory claims (e.g. pursuant to § 1333 of the Liechtenstein General Civil Law Code).
- 7.11 All expenses paid to courts or authorities (cash expenses) and costs (e.g. for sub-contracted performances by third parties) may be forwarded to the client – in the discretion of the lawyer – for direct payment by the client.
- 7.12 In the event that several clients enter into a mandate with the lawyer regarding a legal matter, all clients are collectively liable for any claims arising to the lawyer in this connection.
- 7.13 If the opposite party's reimbursement of costs obtained and recoverable in the course of arbitration or other court proceedings exceeds the agreed lump sum, time or other fees for the respective services, the reimbursement of costs shall be due to the lawyer. Claims for cost refunds by the client against the opposite party are herewith assigned to the lawyer in the amount of the lawyer's fee claim, as soon as they arise. The lawyer shall have the right to inform the opposing party of this assignment at any time.

## 8.

### **The Lawyer's Liability**

- 8.1 The lawyer's liability for faulty advice or representation is limited to the maximum amount of CHF 1'000'000.00 (in words: Swiss Francs one million) (Art.25 Abs.3 RAG).
- 8.2 The maximum amount applicable pursuant to Section 8.1 comprises all claims existing against the lawyer for faulty advice and/or representation, such as, in particular, claims for damages and price reduction. This maximum amount does not comprise the client's claims to receive back the fee paid to the lawyer. Possible deductibles do not reduce the liability.
- 8.3 The maximum amount applicable pursuant to Section 8.1 relates to a single insured incident. In the presence of two or several competing damaged parties (clients), the maximum amount of each damaged party shall be reduced in proportion to the amounts claimed.



- 8.4 The lawyer shall be liable for individual sub-contracted services, provided by third parties with the consent of the client in the framework of the lawyer's performance (especially external experts), who are neither staff members nor partners, only in case of fault in selecting the third party.
- 8.5 The lawyer shall only be liable to the client but not to third parties. The client shall be obliged to expressly bring this circumstance to the attention of third parties who come into contact with the lawyer's performance on account of the client's efforts.
- 8.6 The lawyer shall be liable for any knowledge of foreign law only in the event of a written agreement, or if the lawyer offers to examine foreign law.

## 9.

### **Lapse / Preclusive Period**

Unless the law stipulates a shorter term of lapse or preclusion, all claims against the lawyer shall lapse, unless the client has claimed them in court within six months as of the date at which the client becomes aware of the damage and the damaging party, or of the incident that otherwise gives rise to a claim, but at the latest after the expiry of five years as of the conduct (infringement) causing the damage (giving rise to a claim).

## 10.

### **Client's Legal Expenses Insurance**

- 10.1 In the event that the client has taken out legal expenses insurance, he/she shall inform the lawyer thereof without delay and present the required papers (if available). However, independent of the foregoing, the lawyer shall also be obliged to obtain information as to whether and to what extent there is insurance of legal expenses and apply for coverage under the legal expenses insurance.
- 10.2 The lawyer shall not be obliged to claim his/her fee directly from the legal expenses insurance, but may request payment of the full remuneration from the client.

## 11.

### **Termination of the Mandate**

- 11.1 The lawyer or the client may end the mandate at any time without observing a deadline and without giving any reasons. The lawyer's fee claim shall remain unaffected by the foregoing.



11.2 In the event of a termination by the client or by the lawyer, the lawyer shall continue to represent the client for another 14 days, inasmuch as this is necessary in order to protect the client against any legal detriment. This obligation does not apply in the event that the client revokes the mandate and states therewith that he/she does not wish to obtain any further service by the lawyer.

## 12.

### Choice of Law and Jurisdiction

- 12.1 The present terms of engagement and the client/lawyer relationship governed by them shall be governed by Liechtenstein substantive law.
- 12.2 Unless there are preemptory statutory provisions to the contrary, the parties shall agree on the sole competency of the Princely District Court in Vaduz (Fürstliches Landgericht in Vaduz) with jurisdiction over the subject matter at the seat of the lawyer for any and all legal disputes arising from, or in connection with the contractual relationship, governed by the present engagement terms, which shall also include disputes regarding its validity. However, the lawyer shall also have the right to file claims against the client at any other court, which has jurisdiction over the place at which the client has his/her seat, domicile, place of business, or property.

## 13.

### Final Provisions

- 13.1 Changes or amendments of the present Terms and Conditions for Contracts shall be made in writing in order to be valid.
- 13.2 Communications by the lawyer to the client shall, in any event, be deemed to have been received if they are sent to the address communicated by the client when retaining the lawyer, or to another address communicated subsequently in writing. However, the lawyer may correspond with the client in any other form that is deemed to be appropriate, unless provided otherwise. Any communication that needs to be in written form pursuant to the present engagement terms and Conditions for Contracts may also be forwarded by means of telefax or e-mail, unless provided otherwise.
- 13.3 Unless the client issues another written instruction, the lawyer shall have the right to engage in e-mail communication with the client in unencoded form. The client shall state that he/she is aware of the attaching risks (especially access, confidentiality, alterations in communications in the course of forwarding) and accepts – in awareness of these risks – that e-mail communication is conducted in unencoded form.



- 13.4 The client shall expressly agree that the lawyer processes, provides or communicates person-related data regarding the client and/or client's enterprise (as defined in the Liechtenstein Data Protection Act) to such an extent as this appears to be necessary and expedient or results from statutory obligations or duties under the provisions on the exercise of the profession of legal counselling (e.g. to take part in the electronic legal data exchange, etc.), in order to comply with the tasks for which the client has retained the lawyer.
- 13.5 Whenever one or several conditions of the present engagement terms or of the contractual relationship governed by the engagement terms for Contracts becomes invalid, this shall not affect the validity of the remaining provisions. The contracting parties agree to replace the ineffective provision(s) by another provision that comes closest to the intended economic result.

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