

## General Terms and Conditions

The following general terms and conditions („GTC“) shall apply to any contractual relationship between you („you“ or „Client“) and Inmann Stelzl & Partner Attorneys at Law Partnership („we“ or „Law Firm“).

### 1. Scope of Application

These GTC apply to all legal services, including all future legal services, in particular representation in and out of court, advice on legal matters and/or the drafting of legal opinions, which are provided by us on the basis of the contractual relationship established between you and the Law Firm („Mandate“).

Our services are provided exclusively on the basis of these GTC. The GTC apply if their application has been expressly or tacitly agreed or otherwise recognized. In the absence of any other agreement, the GTC are also an aid to interpretation.

Any general terms and conditions, other conditions or forms of the Client do not apply under any circumstances and are not part of the contractual relationship.

You and the Law Firm, as well as their respective legal successors, are bound by the GTC. The partial or full transfer of rights and obligations arising from the Mandate or the transfer of the contractual position to third parties (assumption of contract/assignment) is only permitted with the prior, express and written consent of the respective other party. This shall not affect substitution in the event of impediment pursuant to section 3.

These GTC shall apply to consumers within the meaning of the Consumer Protection Act, LGBl.

2002/164 (*Konsumentenschutzgesetz*, KSchG), provided that they do not contradict mandatory provisions of the KSchG.

### 2. Mandate, Power of Attorney

The specific subject matter of the Mandate is based on a separate oral or written agreement.

Our legal advice is limited exclusively to Liechtenstein law and we do not provide any advice on matters that are subject to the law of other jurisdictions.

Tax advice is not part of the Mandate. You are responsible for having tax issues and consequences examined by a competent third party (tax consultant, auditor, trustee, etc.).

Upon request, the Client shall sign a written power of attorney and provide it to us. This power of attorney may authorize the Law Firm to perform individual, precisely defined or any possible legal transactions or legal acts.

### 3. Principles of Representation, Scope and Performance of the Mandate

We are entitled and obliged to represent you to the extent that this is expedient and necessary to fulfill the Mandate.

We shall represent the Client in accordance with applicable law and the Client's rights and interests vis-à-vis all parties with diligence, loyalty and care.

The Law Firm is in general entitled to decide, at its sole discretion, which services are provided and which necessary steps are taken as part of the Mandate, including, in particular, to make decisions to prosecute or defend claims in any way, provided that

these do not contradict the Mandate or applicable law.

In the event of imminent danger, we may take or refrain from any act not expressly covered by the Mandate or which contradicts any instruction received thereunder, if this seems strongly advisable to protect the Client's interests.

If we are instructed by you to do anything contrary to the principles of practice for attorneys at law under applicable law or any other code of conduct, we may refuse such instruction.

We are entitled to make use of suitable employees and third parties and to commission subcontractors to carry out the Mandate.

In the event of impediment, the Law Firm may delegate the Mandate or any of the actions necessary to perform the Mandate agreement to another lawyer (substitution as defined in Art 21 Lawyer's Act, LGBl. 2013/415 (*Rechtsanwaltsgesetz*, RAG).

#### **4. Cooperation with the Law Firm**

It is in your best interest to cooperate with us, by providing all information and facts, which may be relevant in relation to performance of the Mandate and to make available any useful and/or necessary documents or evidence without undue delay.

We are entitled to assume the accuracy of any information, facts, documents, records and evidence, unless their inaccuracy is obvious.

The Client is obliged to keep us promptly informed of all changes or new circumstances that might be relevant to the performance of the Mandate as soon as they become known during the Mandate. We do not have a duty to investigate in this respect.

#### **5. Conflict of Interests**

Before a Mandate is accepted, the Law Firm conducts a thorough conflict check to determine if there is any risk of a conflict of interests as defined under Art 17 RAG.

If you become aware of any actual or potential conflict of interests at any time, you shall immediately inform the Law Firm.

Subject to applicable law, codes of conduct and internal policies, we may represent one or more shareholders or any affiliate company of the Client, whose interests are not in any case identical with those of the Client. This also applies to the Client's competitors or parties seen as such by the Client.

If any conflict of interests arises or becomes known during the term of the Mandate, we are entitled to terminate the Mandate.

#### **6. Duty of Confidentiality**

We are obliged to maintain confidentiality about all matters entrusted to us and all other facts of which we become aware in our professional capacity, the confidentiality of which is in the Client's interest.

We are only released from the duty of confidentiality if it is necessary for the Law Firm to assert its claims (in particular, those relating to payment of fees) or defend claims against the Law Firm (in particular, indemnity claims by the Client or any third party).

You may release us from the duty of confidentiality at any time. Irrespective of the release from the duty of confidentiality, we have the right to assess whether any statements are in your interest. Furthermore, our right to refuse to give evidence also remains unaffected by a release from the duty of confidentiality.

## 7. Fees

The services provided by us will be invoiced to you on the basis of the separate written or verbal Mandate agreement between you and the Law Firm. If nothing has been agreed separately, the services provided by us will be invoiced to you in accordance with the Law Firm's current agreed hourly rates.

The minimum time unit is five minutes.

A fixed fee may be agreed. Any such agreement shall be made in advance in writing.

You acknowledge that any fee estimate made by the Law Firm, which is not identified as expressly binding, shall not be binding and should not be regarded as a binding cost estimate pursuant to Art 7 para 2 KSchG.

Several clients are jointly and severally liable for our fees.

Our claims may only be set off with claims expressly recognized by us in writing or legally established. Statutory prohibitions to set off shall remain unaffected.

Value added tax (VAT) at the statutory rate shall be added to the agreed or due fees.

### 7.1 Client's Legal Protection Insurance

Should the Client have a legal protection insurance, the Client shall immediately disclose this fact to the Law Firm and provide us with necessary documentation, as available.

The disclosure of a legal protection insurance by you and effective insurance coverage by us shall not affect our right to claim fees from you. The notification of an insurance company by you as well as the contacting of the same by you is in any case not to be

regarded as our agreement to be satisfied with the remuneration paid by the insurance company.

We are not obliged to claim fees directly from the insurance company but may demand the entire fees from you.

### 7.2 Litigation Costs

If there is a difference in the settlement of legal costs between the fees to be reimbursed by the opposing party and any flat fee or time or hourly rate agreed with us, the Law Firm shall be entitled to the difference, provided that the amount of the reimbursed costs can be recovered from the opposing party.

Without prejudice to § 879 para 2 lit 2 Civil Code (*Allgemeines Bürgerliches Gesetzbuch, ABGB*), in the event of successful litigation a surcharge to the fees incurred may be agreed. Any such surcharge shall be made by prior agreement in writing and calculated in accordance with our efforts.

You acknowledge that any lawyer's fees awarded by a court to you or any fees paid thereto under a settlement may be too low to cover our legal and consulting costs. The award of any lawyer's fees by a court or receipt of any payment under a settlement shall not affect your obligation to pay our fees, calculated as agreed.

### 7.3 Costs and Cash Expenses

In addition to our fees, the necessary and reasonable costs as well as the cash expenses paid on your behalf (usually court and official costs) must be added. Costs and cash expenses include in particular items such as court fees, long-distance telephone charges, witness fees, travel expenses, fees for external consultants and experts.

We will inform you about any major or unusual expenses in advance, if possible.

All costs and cash expenses may be submitted by the Law Firm, at its sole discretion, to the Client for direct payment. Any other costs and cash expenses incurred by the Law Firm on behalf of the Client shall be included and listed in the fee note for the Client.

We will charge a lump-sum for small cash expenses of 3% of the respective fee note for costs such as telecommunication, copying and postage costs or the costs of online database research. Door-to-door and express delivery costs are not included in the lump-sum and are subject to separate billing.

You are obliged to pay all invoiced costs and cash expenses incurred by us or third-party providers on time.

We are free to choose the means of transport and accommodation. If public transport is chosen, it is agreed that 1st class or business class shall be used. For overnight stays it is agreed, that any accommodation used by us shall be at least 4 stars or equivalent.

#### **7.4 Invoicing and Terms of Payment**

We have the right to invoice our fees at any time, but in any case, on a monthly basis, to issue invoices and to demand advance payments („Invoices“).

Unless expressly agreed otherwise, Invoices shall be due immediately upon receipt and fees shall be paid in Swiss Francs (CHF).

If we do not receive a written objection from you within 30 days of receipt of the Invoice (the date of receipt of the objection by us shall be decisive), the Invoice shall be deemed approved.

In the event of default, we are entitled to charge default interest at the rate of 5% per annum from the 30th day after the date of the Invoice. If the Client is an entrepreneur, we are entitled to charge default interest at the rate specified in Art 336b clause 2 General German Commercial Code, LGBl. 1997/193 (*Allgemeines Deutsches Handelsgesetzbuch, ADHGB*), in conjunction with Art 2 of the Regulation on statutory default interest applicable to business transactions, LGBl. 2014/105 (*Verordnung über die gesetzlichen Verzugszinsen im Geschäftsverkehr*). In addition, the Law Firm can charge compound interest (§ 1000 para 2 ABGB).

If you are in arrears with the payment of the invoice and/or breach the GTC and/or the terms of the Mandate, we are entitled to suspend and/or postpone the provision of additional services and/or terminate the Mandate in accordance with section 10, unless further action is necessary, for a maximum of 14 days from the termination, in order to protect the Client from any legal detriment.

The Law Firm is entitled to offset the whole retainer or any unused portion against any outstanding fees.

In case the default continues, we may terminate the Mandate and collect the outstanding receivables. In this case, you undertake to pay the costs of debt collection, including court costs and a reasonable lawyer's fee (§ 1333 para 3 ABGB).

#### **8. Retainer**

We are entitled to demand that you pay a retainer to cover any potential fees, costs and expenses.

Such retainer shall be agreed at the beginning of the Mandate in writing.

Any retainer paid to us will be treated as the Law Firm's fees and will be offset against the final invoice at the end of the Mandate. Retainers which are not used, will be returned to the Client after the end of the Mandate. No interest will be paid on retainers.

## 9. Liability

We are not liable for damages, losses, costs or other disadvantages caused by slight negligence.

In addition, we are not liable for any indirect or consequential damage, loss, expenditure and other detriment or lost profit unless such liability cannot be effectively excluded under applicable law.

Our liability is limited to the amount of the fees paid to us by the Client based on the respective Mandate.

In any case, our liability is limited to the amount covered and paid by our professional liability insurance, up to a maximum amount of CHF 2,000,000.

If there are two or more competing damaged parties, each maximum amount shall be divided between the damaged parties in proportion to the amount of their respective claim(s).

The respective maximum amount includes all existing claims against us due to incorrect advice, incorrect representation, or incorrect other services, in particular for damages and price reduction.

The reversal of the burden of proof according to § 1298 sentence 2 ABGB is excluded. The application of § 924 sentence 2 ABGB is excluded.

Information provided by telephone or verbally shall only constitute grounds for liability within the scope of these GTC to the extent that it has subsequently been confirmed by us in writing.

If any specific task is (partially) assigned with the Client's knowledge to a third party who is neither a service provider nor a shareholder, the Law Firm can only be held liable for faulty selection of the third party.

We are only liable to the Client, not to third parties. The Client is obliged to expressly communicate this fact to any third parties brought into contact with the Law Firm's services by the Client.

Unless a shorter limitation or preclusive period applies by law, all claims against us shall be statute barred if they are not asserted by you in court within six months of the time at which you became 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 (breach) causing the damage (giving rise to the claim).

In the case you are qualified as a consumer, all claims against us shall be statute barred if they are not asserted by you in court within three years of the time at which you became aware of the damage and the person causing the damage or of the event otherwise giving rise to the claim. This does not apply to warranty claims. However, all claims against us shall expire at the latest five years after the conduct (breach) causing the damage (giving rise to the claim).

The above limitation or preclusion periods shall not apply if a shorter limitation or preclusion period applies by law.

The limitations of this clause 9, in particular the limitations of liability, shall also apply to all lawyers working for us (as partners, managing directors, employed lawyers or in any other capacity).

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

Each party may terminate the Mandate in writing at any time and without notice period.

In case of termination, the Law Firm will cease to provide its services to the Client and invoice the Client for fees accrued before the termination date. The rights of the Law Firm to be paid for services provided before the termination date or in connection with the termination itself remain unaffected.

Upon termination of the Mandate, we will continue to represent you for 14 further days if this is necessary to protect you from any legal detriment. This obligation shall not apply if you revoke the Mandate and declare that you do not wish that we take any action on your behalf.

If the legislation or any circumstances changes after the end of the Mandate, we are not obliged to inform you of any changes or the resulting consequences.

Any provisions regarding confidentiality, liability and limitation of liability, the processing of personal data, the choice of law or other relevant parts of the GTC shall remain in force even after termination of the Mandate.

#### **11. Storage of Files and Data**

The Law Firm is obliged to store documents for ten years after the termination of the Mandate pursuant to Art 19 RAG. The files and data may be stored either physically or digitally at our sole discretion.

If there are any longer statutory storage periods applicable, these will apply to the storage. In some circumstances we may be obliged to keep files for up to 30 years. You agree that the documents on file (including the original documentation) may be destroyed upon expiry of the storage period.

During the term of the storage, we shall return the original documentation received as a result of providing services to you, if requested. However, this does not apply to correspondence between you and us or to documents that you possess in original form or to internal records and working documents relating to the Mandate. We are entitled to make copies, photocopies, or other storage of documents that we return to you and to retain them.

If you request further documents or copies of any documents which you have already received in the course of the Mandate, the costs (copies, postage, etc.) shall be borne by you.

#### **12. Restriction of Use and Contractual Penalty**

The work results or any work (e.g. legal opinions, legal statements, agreements, report letters, comments, Power-Point presentations, video, or audio recordings, etc., including any drafts thereof) prepared by us within the scope of the Mandate shall be addressed exclusively to the expressly stated addressees.

You are obliged to ensure that the work results provided by us within the scope of the Mandate, such as legal opinions, legal statements, agreements, report letters, statements, Power-Point presentations, video or audio recordings, etc., including drafts thereof, are only used for the respective purposes of the Mandate.

The passing on and/or making available of our work results to a third party requires our prior written consent; the present GTC, in particular the limitation of liability of the Law Firm provided for therein, shall be applicable in any case. This shall not give rise to any liability whatsoever towards third parties, in particular not from the title of liability with protective effect in favour of third parties (*Schutzwirkung zugunsten Dritter*).

We retain the copyright to our services and work. The granting of rights to the services or work, in particular of authorizations to use the work or rights to use the work, requires our express prior written consent.

In case of any infringement of the restrictions on use described above, a contractual penalty in the amount of CHF 100,000 is hereby agreed. This is subject to the waiver of the defence of continuation and the judicial right of moderation.

### **13. Data Protection**

We treat your data in accordance with the applicable data protection regulations and in accordance with our privacy policy, to which reference is hereby made and which forms an integral part of these GTC. This privacy policy can be viewed, downloaded and printed at any time under the link <https://www.isp.law/privacy>.

### **14. Choice of Law and Jurisdiction**

The GTC are exclusively governed by the law of Liechtenstein, excluding the International Private Law Act (*Internationales Privatrecht*, IPRG)).

The Princely Court of Liechtenstein in Vaduz shall have exclusive jurisdiction to settle any disputes arising from or in connection with the Mandate, including those relating to the validity of these GTC.

We are also entitled to assert any claim before any court, including foreign courts, in the district of which the Client has his or her registered office, domicile, branch office or assets or to which the Client is otherwise related.

Any costs arising from the fact that the fee invoiced is not paid on time by the Client are to be borne by the Client.

### **15. Consumers: Right of Withdrawal and Consequences thereof**

As a consumer, you have the right to withdraw from this agreement within 14 days of the conclusion thereof without giving any reason, unless you have concluded the Mandate in our offices. To exercise your right of withdrawal, you must inform us (Inmann Stelzl & Partner Attorneys at Law Partnership, Eschner Strasse 93, FL-9487 Gamprin-Bendern, [office@isp.law](mailto:office@isp.law)) of your decision to withdraw from this agreement by way of a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, which is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification before the withdrawal period has expired.

If you withdraw from this agreement, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 business days from the day on which we are informed about your decision to withdraw. For this repayment, we will use the same means of payment that you used for the payment to us, unless expressly agreed otherwise with you; we will not charge any fees for this repayment.

If you have requested that any services should commence during the withdrawal period, a reasonable

amount shall be paid which corresponds to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal compared to the total scope of the services provided for in the Mandate. Appropriateness of the amount shall mean the remuneration to which you are entitled in accordance with the Act on the Tariff for Lawyers and Legal Agents (*Gesetz über den Tarif für Rechtsanwälte und Rechtsagenten*) and the Ordinance on the Tariff Rates for the Remuneration of Lawyers and Legal Agents (*Verordnung über die Tarifsätze der Entlohnung für Rechtsanwälte und Rechtsagenten*), as well as the Fee Guidelines of the Liechtenstein Bar Association (*Honorarrichtlinien der liechtensteinischen Rechtsanwaltskammer*), as amended.

If you exercise your right of withdrawal, we will simultaneously understand this as a termination of the power of attorney and the Mandate will no longer work for you.

#### **16. Communication**

Declarations to be made in writing may – unless otherwise agreed – also be made by e-mail.

Unless we receive written instructions to the contrary from you, we are entitled to conduct e-mail correspondence with you in unencrypted form. You acknowledge the associated risks, such as in particular access, confidentiality or alteration of messages in the course of transmission.

Notifications and declarations from us to you shall in any case be deemed to have been received if they are sent to the address provided to you at the beginning of the Mandate or to the changed address subsequently communicated to you in writing. However, unless expressly agreed otherwise, we may correspond with you in any way we deem appropriate, in particular by e-mail to the e-mail address you provide to us for the purpose of communication. If you send e-mails to us from other e-mail addresses, we may also communicate with you via these e-mail addresses.

#### **17. Final Provisions**

Any changes or additions in relation to the Mandate shall be agreed in writing.

The Law Firm is authorized to amend the GTC at any time. Any amendments will be notified to the Client in writing or by other suitable means.

The invalidity of one or more provisions of the GTC shall not affect the validity of the remaining provisions. If any provision is found to be unenforceable, it shall be replaced with a provision as close as possible to the economic result of the unenforceable provision.

Gamprin-Bendern, April 2024



## Withdrawal Form

(If you want to terminate this agreement, you may fill out this form and return it to us.)

The right of withdrawal is only applicable to natural persons, which are consumers.

**Inmann Stelzl & Partner Attorneys at Law Partnership**  
**Eschner Strasse 93, 9487 Gamprin-Bendern, Liechtenstein,**  
**office@isp.law**

I / We herewith withdraw from the agreement entered into by me / us for the relevant services:

Instructed on .....

Name .....

Address .....

Date .....

Signature ..... (only for wet ink signature)