

Terms of Engagement

HSP Rechtsanwälte GmbH (“we” or “HSP”) are pleased to set out our Terms of Engagement, which will apply to the legal work performed for you. These Terms of Engagement and the letter of engagement which incorporates them (the “Engagement Letter”) form the contract between us for the provision of our services.

1 Introduction

We place great importance on the quality of the legal services we provide to our clients. We appreciate that different clients have different expectations of their lawyers and we will seek to identify your expectations and deliver a service which fully meets them.

2 Our Role

- 2.1 **The Services:** We will provide the services described in the Engagement Letter (the “Services”). As a matter develops it may be that the scope of the required legal work changes. Where this is the case we will seek to discuss it with you at the earliest opportunity in order to agree any variations to the scope of the Services and the Engagement Letter which may be necessary.
- 2.2 **Our Standards:** All work which we carry out for you will be performed in accordance with our understanding of the proper interpretation of the law and in accordance with current professional guidance and practice. All work is subject to our internal review procedures which bring the wider perspective and the greater experience of partners, senior lawyers and associate lawyers to bear on the key issues and help to ensure compliance with recognized standards of reporting and compliance. We are bound by the ethical guidelines of the attorney-at-law profession with regard to our legal practice and will act in accordance therewith.
- 2.3 **Contact Partners:** We appreciate that, whilst you are instructing us as a firm to act for you, often it is because of your relationship with a particular partner or lawyer within the firm. Accordingly, if you request a particular partner or lawyer to act on a matter, we would normally expect that they will do so. Where no particular partner is requested as your main contact, we will identify a partner within the firm who will be ultimately responsible for all matters on which you instruct us.
- 2.4 **Response Times:** We aim to achieve speedy response times consistent with our duty to you to provide well considered advice and we will at all times endeavour to adhere to any reasonable deadline you set us (although we may be delayed by third parties or other factors outside our control).
- 2.5 **Language of reports:** Our reports shall be issued in English, unless specifically agreed otherwise. We can also provide services in German and Russian.
- 2.6 **Information:** To maximise our effectiveness we must work with you as a team. As our client, you are responsible for determining the strategy to be adopted in a particular matter and giving us instructions. Often our work will be dependent on you (or your other advisers) providing information promptly. To avoid unnecessary verification we will assume all information you provide to us is complete and accurate unless you tell us to the contrary.

2.7 **Complaints Procedure:** We aim to offer all our clients an efficient and effective service and we are confident that this will be the case. However, if any problems do arise or, indeed, you have any suggestions on how we can improve our services to you, then please do not hesitate to contact your contact partner to discuss them. If your contact partner is unable to resolve the matter then please feel free to contact the partner specified in the Engagement Letter for this purpose.

2.8 **Termination:** Both parties reserve the right to terminate the engagement upon reasonable notice (i) if any of our invoices remain unpaid for 60 days or more (termination right of HSP); or (ii) for other good reason. We will be entitled to payment for work undertaken prior to termination.

3 **Fee Arrangements**

3.1 **Charges:** Unless otherwise agreed in the Engagement Letter, we will in normal circumstances charge you on the basis of the hourly rates set out in the Engagement Letter. If the scope of the work involved in providing the Services warrants it, for example because of its complexity, novelty or value or the need to meet particular time deadlines, we will seek to reach agreement with you on any appropriate additional amount to be charged.

3.2 **Review of Hourly Rates:** Our hourly rates are periodically reviewed. The rates quoted in our Engagement Letter are subject to variation to reflect these reviews. We will notify you of revised rates before they come into effect.

3.3 **Fee Estimates:** If the Engagement Letter includes an estimate of our fees you should be aware that such estimate has been given in good faith but will not be binding unless it is specifically agreed to be so. We will notify you if the estimate is reached before the engagement is completed or is likely to be exceeded materially.

3.4 **Disbursements:** Our charges exclude out-of-pocket expenses (such as notary's fees, independent consultants' or foreign lawyers' fees, travel and sustenance, translation services, couriers and special mail services, search fees, bank charges in respect of telegraphic transfers, stamp duty, mobile telephone calls, etc.) and secretarial overtime and agency costs, which will be recharged at cost. Where these are likely to be a significant part of our bill we will ask you to approve our expenditure in advance. We may also add to our fees amounts, at our standard rates, in respect of document binding, video or telephone conference facilities, research expenses where such amounts are specifically incurred on your behalf. We may charge per sheet for photocopying at our standard rates as determined from time to time, save that when it is necessary for us to use outside suppliers their charges will be included in our bill as a separate expense item.

3.5 **Invoicing Guidelines:** We will issue invoices at monthly intervals, or at the end of the assignment if sooner. VAT will be added to your bill where appropriate.

3.6 **Payment of invoices:**

- (i) unless otherwise agreed, all our fees shall be set under the Engagement Letter (including any success fees, determined at the time of concluding the Engagement Letter), and shall be computed and denominated in EUR. All the other fees shall be computed on the basis of hourly rates applicable in accordance with the Engagement Letter, and shall be denominated in EUR.

- (ii) any invoice-related issues should be raised within 30 days of the invoice being issued. Uncontested amounts are required to be paid by the due date.
- 3.7 **Invoicing Details:** With each invoice we will provide a short description of the work we are charging for.
- 3.8 **Payment Terms:** Invoices should be settled within 14 (fourteen) days as of the receipt. We reserve the right to charge interest on invoices that are not paid within that time at a rate of 0.25 % per day of delay. We regard our engagement to provide services to you as ongoing, with the work performed relating to each fee note we issue representing a partial supply of the services provided under the engagement. Each partial supply shall be regarded as having been made on the date the related fee note is issued.
- 3.9 **Taxes:** Charges, including expenses, will be stated exclusive of any taxes. You will be responsible for paying any taxes arising from the Engagement, such as Value Added Tax, at the applicable rate.
- 3.10 **Funds held by us:** Money held by us for you, whether on account of fees or disbursements or otherwise, will be placed in our Client Account and will be held by us in compliance with the relevant applicable law.
- 3.11 **Payment by Third Parties:** If you are the client who instructs us, we are obliged to issue our bill in your name, even if the bill is being paid by a third party. As the named client, you will be liable for payment of our bill. Subject to this, and to arrangements agreed with you on timing of payment, we would be happy for our bill to be paid directly by the third party. In these circumstances you will need to give us authority to deal with the third party direct to facilitate payment.
- 3.12 **Foreign Lawyers:** In providing the Services, we may need foreign law advice on certain matters. We understand that you may have specific policies on instructing foreign lawyers and we would therefore expect to consult you prior to instructing foreign counsel, unless we reasonably believe you expect us to proceed to obtain foreign advice in any event. Unless you instruct us otherwise or unless there is a conflict of interest, where appropriate, we would usually expect to use a Geneva Group International (GGI) network member firm, as designated under Clause 7.7, or another law firm correspondent of HSP in the relevant jurisdiction at the normal hourly rates charged by the GGI network member firm or the correspondent law firm of HSP in that jurisdiction.
- 3.13 **Other Specialist Advice:** In providing the Services, we may occasionally, unless you instruct us otherwise or there is a conflict of interest, seek specialist advice from independent consultant on areas outside our expertise. In particular we may seek their advice on matters relating to taxation. The costs of such advice will be passed on to you in accordance with Clause 3.4 of these Terms and Conditions.
- 3.14 **Translation fees:** Our fees are estimated on the assumption that the documents made available to us are in German, English or in Russian. If any document or electronic message we receive is in a different language, we will charge you the cost of translation, unless otherwise agreed between us.
- 4 **Confidentiality and conflicts of interest**

- 4.1 **Restriction on Disclosure of Confidential Information:** Neither of us will disclose to any third party, without the prior written consent of the other party, any proprietary or confidential information including, but not limited to, the terms and conditions of this Engagement and amounts payable under this Engagement, which is received from the other party for the purposes of providing or receiving Services (“Confidential Information”). Each of us agrees that any Confidential Information received from the other party shall be used only for the purposes of providing or receiving Services under this, or any other, Engagement between us. The Confidential Information may be disclosed to our respective lawyers/employees involved in the Services, but we will each make our respective lawyers/employees, to whom such Confidential Information is disclosed, aware of the restrictions on disclosure contained in this Clause 4. These restrictions will not apply to any information which:
- (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; or
 - (ii) is acquired from a third party who owes no obligation of confidence to the recipient in respect of the information; or
 - (iii) is or has been independently developed by the recipient.
- 4.2 **Disclosure Required by Law:** Notwithstanding 4.1 above, either of us will be entitled to disclose Confidential Information of the other party to:
- (i) our respective insurers or legal advisors, or
 - (ii) a third party to the extent that this is required by a mandatory law, by any court of competent jurisdiction, or by a governmental or regulatory authority, or where there is a mandatory legal right, duty or requirement to disclose such information provided that without breaching any legal or regulatory requirement and where reasonably practical, not less than two business days notice in writing is first given to the other party.
- 4.3 **Other Disclosure:** Notwithstanding the above, we may disclose any information referred to in this Clause 4 to the independent consultants we are contracting for the purpose of performing the legal work you have requested.
- 4.4 **Citation of Services:** Without prejudice to Clauses 4.1 and 4.2 above, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience.
- 4.5 **Conflicts of Interest:** Conflicts of Interest and providing services for other clients:
- (i) we provide a wide range of services for a large number of clients and may be in a position to provide services to companies and organisations, which you might regard as giving rise to a conflict of interest. Whilst we have established procedures to identify such situations we cannot be certain that we will identify all those that exist or may develop, in part because we cannot always anticipate what a company might perceive to be a conflict. We request that you notify us of any conflicts relating to the Services of which you become aware. Where any such conflicts are identified and we believe that your interests can be properly safeguarded by the implementation of appropriate procedures, we will discuss and agree with you the arrangements, which we will put in place to preserve confidentiality and to ensure that our advice and opinions are wholly objective. Where we

cannot establish safeguards to manage conflicts we would need to discuss with you steps to terminate our services.

- (ii) we will not be prevented or restricted by virtue of our relationship with you, including anything in the Engagement, from providing services to other clients. Our standard internal procedures are designed to ensure that information communicated to us during the course of the Engagement will remain confidential and that the advice and opinions, which you receive from us, are wholly independent. We have discussed with you such procedures and you agree the adequacy of such procedures for the purpose of the Engagement. Just as we will not use information confidential to you for the advantage of a third party, we will not use confidential information obtained from any other party for your advantage.

4.6 **Data Protection Act:** We shall comply with and shall continue to comply with the provisions of the relevant Austrian legislation and shall not process any personal or sensitive data in any manner incompatible or inconsistent with the purposes for which it was provided. You agree to ensure that you have obtained all the necessary consents of the individuals whose personal data you provide to us and you agree to indemnify us against each and any loss, liability and cost incurred by us as a result of your acts or omissions in connection with that data which place us in breach of the Act or any equivalent law or regulation in any other jurisdiction.

4.7 **Fax/E-mail:** Like other means of communication, fax and electronic mail (“e-mail”) communication carries with it the risk of inadvertent misdirection, or non-delivery of confidential material. In particular, it should be recognised that the Internet is not secure and there are risks if commercially sensitive information is sent either to or by e-mail. Where you provide us with fax or e-mail addresses to which materials are to be sent, we will assume (unless you tell us otherwise) that:

- (i) you consent to the use of fax and e-mail communication;
- (ii) your arrangements are sufficiently secure and confidential to protect your interests; and
- (ii) you will carry out effective procedures to protect the integrity of data, in particular screening for viruses.

4.8 **E-mail Communications**

4.8.1. **General:** During the engagement we may wish to communicate electronically with each other. However, the electronic transmission of information cannot be guaranteed to be secure or virus- or error-free and consequently, such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We each recognize that systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards.

4.8.2. **Responsibilities:** We confirm that we each accept these risks and authorize electronic communications between us. We each agree to use commercially reasonable procedures to check for the currently most commonly known viruses before sending information electronically. We shall each be responsible for protecting our own systems and interests in relation to electronic communications and neither you nor we (in each case including our respective partners, employees, subcontractors or agents) will have any liability to each other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from

or in connection with the electronic communication of information between us or our reliance on such information.

4.8.3. **Procedures:** Where messages are sent by e-mail, we shall adopt the following procedures and require you to do likewise:

- (i) if a matter is urgent, the sender shall supplement the e-mail with a telephone call to confirm that appropriate action is being taken;
- (ii) unless you instruct us clearly on your e-mail message to us that you do not want a response in electronic form, we may respond via e-mail;
- (iii) if sending a confidential e-mail message, the sender will indicate clearly if a response is not wanted in electronic form. All risks connected with sending by e-mail commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication;
- (iv) both parties will carry out procedures to protect integrity of data, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

4.9 **Staff:** For a period of twelve months from the date on which we cease to provide the Services to you, neither of us will solicit directly or indirectly any employees of the other who have been involved in providing or receiving Services or who have otherwise been connected with any contract or engagement between us, except for those employees who have been engaged in a purely administrative or secretarial basis. This will not restrict either of us from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign.

5 **Documentation**

5.1 **Ownership of Documentation:** We will own the copyright and all other rights in all documentation provided to you (whether on paper or computer disk or by email) except where we specifically agree otherwise. You may make copies of such documentation for your own internal use but you must not provide the documentation or copies thereof to any third party without first having our written permission.

5.2 **Freedom to use Ideas:** We may develop or use for other clients any ideas, concepts, information or know-how reflected in any of the documentation provided to you (in whatever form) or otherwise developed during the course of providing services to you.

5.3 **Use of Documentation:** Where we supply documents in draft form (either in hard copy or electronically) please do not use them without first discussing them with us to ensure they fully meet your needs. If any changes or additions are made, please discuss these with us before implementation. Unless otherwise agreed in writing, we accept no responsibility for any losses resulting from the use of documents, otherwise than in the form supplied by us or in any circumstances other than those for which they were prepared.

5.4 **Destruction of Documentation:** We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than three years and on the understanding that

we have your authority to destroy the file seven years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you, but we will make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with such instructions.

- 5.5 **Duty to Co-Operate:** We agree to cooperate during a transition to another firm and/or return your materials, files, or other documentation to you.

6 Liability

- 6.1 **Our staff:** You acknowledge and agree that any liability for any loss, damage, costs and expenses suffered or incurred by you and your associates arising as a result of the provision of the Services would be our liability only and you undertake that you will, and you will procure that your associates will, in no circumstances bring any action in respect of any such loss, damage, costs or expenses, whether arising in contract, negligence or otherwise, against any of our shareholders, employees, agents or subcontractors or any of their respective employees, partners, agents or subcontractors.
- 6.2 **Liability Limit:** Except in case of fraud or gross negligence the liability of HSP, its partners, staff, associates and sub-contractors, whether arising in contract, negligence or otherwise, for any losses, damages, costs and expenses arising to you and your associates (including without limitation other members of your group of companies) in respect of the Services shall in no circumstances exceed the lower of (i) the amount paid to us for those services (each separate piece of advice and its related fee constituting a separate service and amount for this purpose) and (ii) the coverage of our liability insurance for those Services (EUR 2,400,000).
- 6.3 **Exclusions:** The provisions of Clauses 6.2 and 6.3 set out the absolute limit of our liability under or in connection with the Services and all other liability is expressly excluded. In particular, but without limitation, liability for increased costs or expenses, loss of profits, indirect or consequential loss including, without limitation, economic loss or failure to realise anticipated savings or benefits is excluded.
- 6.4 **Time Limits:** In our experience, the longer the delay between an event which could give grounds for complaint and the date on which the complaint is made, the more difficult it is for matters to be put right to the complaining party's satisfaction. Accordingly, any legal proceedings arising from the provision of the Services may only be brought by either party after notifying the other party of such intention within the period prescribed under the Austrian statutes of limitation.
- 6.5 **No Liability for Client Failings:** We shall not be liable for any loss, damage, costs or expenses arising in any way from any fraudulent or negligent acts or omissions, misrepresentations or default on your part or by your directors, employees, agents or sub-contractors and insofar as we incur any costs in consequence of such a cause on your part, we shall have the right to recover such costs from you.
- 6.6 **No Liability for Third Party Failings:** We shall not be liable for any act or omission occurring before the commencement of our engagement, and accordingly, where a matter in progress is transferred to us, our responsibility shall commence on the date you accept the Engagement Letter or (if later) the date we receive the working papers. Unless the Engagement Letter expressly states that we will conduct a full review of work done to date, we shall be entitled to assume that the

working papers we receive are complete, accurate and up-to-date and that all matters have been properly and punctually attended to up to the time of transfer. Save for advice given by us based on information or advice given to us by foreign lawyers associated with a GGI network member firm or by other foreign lawyers or advisers instructed by us other than at your direction, liability for any loss, damage, cost or expense arising directly or indirectly out of the act or omission of any third party is excluded.

- 6.7 **No liability for oral advice:** We shall answer enquiries over the telephone or in meetings, on an informal basis. As these may involve an immediate answer to a complicated problem in respect of which we may not have received full and accurate information, we shall not be liable in contract or tort (including negligence) for any advice given by us orally upon which you later rely. In the event that you should wish to rely on advice given to you orally, please ask that the advice be confirmed in writing.
- 6.8 **Force Majeure:** We shall not be liable for any delay or failure to perform our obligations where such delay or failure to perform arises from circumstances outside our reasonable control.

7 General

- 7.1 **Further Instructions:** We will be pleased to undertake any other advisory assignments on legal matters in the future. The terms set out in these Terms of Engagement, together with our current hourly rates at the relevant time, will apply to that advice also, unless we agree variations to those terms with you in writing or we issue an entirely separate letter of engagement.
- 7.2 **Governing Law:** Austrian law with the exemption of its rules on conflicts of laws insofar as they refer to any other law than Austria law shall govern the provisions of these Terms of Engagement and the contents of any agreement to which they relate.
- 7.3 **Resolving Disputes:** Should any dispute arise between us we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial we will seek to resolve the dispute through mediation. If the dispute is not resolved through negotiation or mediation each of us agrees that the competent Commercial Court in Vienna for the First District, or if the country of your seat is not a party to a treaty on enforcement of judicial awards, the arbitration centre of the Austrian Economic Chamber in accordance with its Vienna Rules shall have exclusive jurisdiction in connection with the resolution of the dispute.
- 7.4 **Variation:** These Terms of Engagement (and/or the contents of any agreement to which they relate) may be varied or superseded at any time by agreement in writing between us. Any such variation shall not affect any rights or obligations of either of us that may already have accrued unless otherwise specifically agreed.
- 7.5 **Survival:** The provisions of Clauses 4, 5, 6 and 7 shall survive and continue notwithstanding any termination or completion of our Engagement.
- 7.6 **Headings:** The headings in these Terms of Engagement are for ease of reference only and do not affect their interpretation.
- 7.7 **Legal Status of HSP:** HSP is an independent firm of attorneys based in Vienna – Austria and regulated by the Vienna Bar. It is a member law firm of the GGI network. There are other

correspondent law firms of the GGI network but each and any of them are separately owned and managed and none are in partnership with any of the others or any third party.

Accepting the terms set forth above:

Signature Date

Signature

Title/Position

Client Name