

General Terms and Conditions of hba Rechtsanwälte AG, Zurich

1 Scope of application

- 1 These General Terms and Conditions in the version valid at the time of the conclusion of the contract ("GTC") apply to all present and future contractual relationships between hba Rechtsanwälte AG, Zurich ("hba") and its clients (the "Client") regarding the provision of services within the meaning of Art. 394 et seq.CO, in particular for extrajudicial, judicial and official acts of representation or legal opinions or legal statements (together the "services").
- 2 By placing an order, the Client recognises these GTC in the version valid at the time the contract is concluded. The GTC are an integral part of all offers and order confirmations of hba. The Client's terms and conditions shall only apply if this has been expressly agreed in writing.
- 3 Sections 5 (Poor fulfilment, liability), 7 (Retention), 8 (Data protection, confidentiality) and 14 (Applicable law, place of jurisdiction) of these General Terms and Conditions shall remain in force even after the termination of an assignment.

2 Subject matter of the contract, scope of services

- 1 The content and scope of an assignment shall be agreed on a case-by-case basis. An assignment shall also be deemed to have been placed if the Client has implicitly or tacitly provided for its execution. Unless otherwise agreed, the mandate also includes the collection of any amounts in dispute and party compensation as well as the recovery of advances on costs.
- 2 hba must fulfil its mandate in accordance with legal and professional regulations. Foreign law shall only be taken into account if this has been expressly agreed.
- 3 hba is authorised to call in auxiliary persons for the execution of the assignment and to make use of third parties (right of substitution).
- 4 hba is not bound to any particular place of work or working hours and shall keep the Client informed of the status of the assignment to a reasonable extent either verbally (in particular by telephone) or in writing (in particular also by e-mail or fax). The content of legal documents or other important correspondence will be discussed by hba with the Client in advance and hba will proactively inform the Client of the essential content of negotiations and document this by sending a copy of the correspondence by email or post.
- 5 hba is not obliged to draw attention to changes in circumstances, such as those that existed at the time the contract was awarded or executed, or to legal developments or similar, after the contract has been completed.
- 6 Schedules and other dates to be observed by hba are deemed to be binding if this has been expressly agreed. hba undertakes to inform the Client of any deviations from the agreed schedule and the resulting effects, and to indicate the measures available to eliminate the deviations and to meet the agreed deadlines.
- 7 The work results produced by hba within the scope of an assignment are addressed to the Client and to those persons who have been agreed between the Client and hba as further addressees in accordance with the purpose of the assignment. The passing on and/or making available of the work results to third parties is only permitted with the written consent of hba. Liability of hba towards third parties is excluded in any case and must be excluded by the Client.

3 Obligation of the Client

- 1 The Client is responsible for all decisions in connection with the services, the utilisation or implementation of the work results and the decision as to the extent to which these are suitable for its purposes.
- 2 The role of the Client is in particular to precisely define its requirements and obligations, to provide hba with (and/or give hba access to) any up-to-date information in the required format, to inform hba promptly and continuously of any event that may have an impact on the execution of the contract, to co-operate and ensure the co-operation of all parties involved, to comply with the deadlines incumbent on it and to ensure that they are complied with by the parties, to receive the work results and/or drafts, to obtain the rights and/or authorisations required for the purposes of the contract and to make available free of charge the means that hba may reasonably require for the performance of the contract.
- 3 All information provided to hba must be accurate and complete. hba is entitled to rely on its accuracy and completeness.
- 4 The Client shall ensure and warrant that the information provided to hba and its use for the fulfilment of the order does not infringe any copyrights or other rights of third parties.

- 5 The Client is obliged to issue a written power of attorney immediately upon request by hba. This authorisation may be directed at individual specific or all possible legal transactions or legal acts. hba undertakes to make use of this power of attorney only to the extent necessary, even if it has been granted further rights in accordance with the text of the power of attorney. Except in emergencies (especially if the Client is unable to act on time), hba will not make any statements that bind the Client without prior agreement.
- 6 All court and official costs and expenses can be transferred to the Client for direct and timely settlement.
- 7 If the Client has legal expenses insurance, he must inform hba immediately and submit the necessary documents (if available). The Client hereby expressly authorises hba to provide the insurance company with information about the mandate. hba will inform the Client about any correspondence with the insurance company and about the payments made by the insurance company. The disclosure of a legal expenses insurance by the Client and the obtaining of coverage does not affect hba's fee claim against the Client and is not to be regarded as an agreement on the part of hba to be satisfied with the fee paid by the legal expenses insurance.

4 Fee and reimbursement of expenses

- 1 If hba invoices services on a time and material basis, these must be agreed together with the corresponding rates and the type of invoicing (daily or hourly rate). Travelling time is considered working time.
- 2 All prices are in Swiss francs plus the applicable statutory value added tax. Any foreign taxes and deductions are also to be borne by the Client or can be invoiced to the Client.
- 3 If a "cost estimate" is provided, this has the significance of a non-binding planning basis for the costs of providing the agreed services.
- 4 If a "cost ceiling" has been agreed, this has the meaning of a guaranteed maximum price for the services to be provided. All additional costs and expenses arising from or in connection with the fulfilment of the assignment in excess of the cost ceiling shall be borne by hba and can only be charged to the Client if (1) the Client is at fault or responsible for them or (2) events beyond hba's control (including the actions or omissions of the Client) prevent or make it difficult to provide the services as planned.
- 5 hba is not obliged to claim the fee directly from a legal expenses insurance, but can claim the entire fee from the Client.
- 6 Even if the party compensation in lawsuits is determined by the court, the agreement reached with the Client is decisive. If the compensation of party costs is lower than agreed, hba is entitled to compensation for the difference. However, mandatory provisions (in particular regarding free-of-charge litigation) remain reserved. If the party compensations awarded are higher than the contractually agreed remuneration, hba shall be entitled to the full amount determined by the court.
- 7 Claims for party compensation of the Client are hereby assigned to hba in the amount of the fee claim as soon as they arise. hba is authorised to inform authorities, courts and the debtor of the assignment at any time.
- 8 hba is entitled to issue interim invoices at any time and to demand reasonable advances on its remuneration and reimbursement of expenses. hba may make the delivery of its work results dependent on the full satisfaction of its claims and is released from its obligation to provide further services in the event of non-payment or default. hba is not liable in this case for any damage incurred as a result of the suspension of performance of the work. The right to assert further contractual and statutory rights is also reserved.
- 9 In addition to the fee, expenses incurred in connection with the mandate (e.g. travelling expenses, costs for accommodation and meals) are reimbursed. Telecommunication costs, photocopies and postage are charged at a flat rate and set at 4% of the fee amount, up to a maximum of CHF 1,000.00 per calendar year. If mandatory law (in particular provisions on free-of-charge litigation) precludes a lump-sum settlement, all expenses shall be reimbursed according to actual expenditure. Other expenses and disbursements (such as travelling expenses) are charged according to actual costs.
- 10 Fees and costs charged to the Client by third parties, authorities or courts do not have to be advanced by hba - even if the invoice is issued in its name. However, if it does pay such expenses, it is entitled to full reimbursement.
- 11 The Client may only set off such claims that have either been legally established or recognised by hba in writing. Furthermore, he shall have no right of retention and no right of lien against hba, its auxiliary persons and third parties involved.

- 12 If an assignment is placed by several clients, they are jointly and severally liable to hba.

5 Poor fulfilment, liability

- 1 hba undertakes to repair or replace, at its discretion, any faulty work results that constitute poor fulfilment. It shall bear the costs associated with the repair or replacement. Further claims of the Client are excluded to the extent permitted by law.
- 2 The Client agrees that a possible liability claim for any damages exists exclusively against hba. He will not initiate any proceedings and waives any claims against bodies, employees, consultants, auxiliary persons and partners of hba.
- 3 To the extent permitted by law, hba is not liable for information provided by telephone or verbal statements or declarations, unless these have subsequently been confirmed in writing.

6 Termination of the assignment

- 1 Neither party will resign the mandate at an inopportune time (Art. 404 CO). If the Client fails to make any payments demanded by hba on time, the termination of the mandate shall not be deemed untimely.
- 2 In the event of cancellation or termination of the assignment by the Client, the Client must pay hba for the work already performed and reimburse expenses. He shall also indemnify and hold hba harmless from any liabilities incurred with regard to the complete fulfilment of the contract.

7 Retention

hba will retain relevant mandate documents and data for at least 10 years after the conclusion of the mandate in question. The storage can be carried out electronically and/or physically (in whole or in part) at hba's discretion, whereby in the case of electronic storage, hba is authorised to destroy physically existing client documents and data or to send them to the client at the client's expense. After expiry of this period, hba may destroy the documents and data without notifying the Client.

8 Data protection, confidentiality

- 1 hba processes the personal data that hba receives in connection with the client relationship in accordance with the applicable Swiss Data Protection Law and the Privacy Policy published on the hba website (hba.ch) (www.hba.ch/wp-content/uploads/2024/09/-Datenschutzerklaerung.pdf).
- 2 By receiving personal data from the Client, hba confirms that the Client (i) agrees to the processing in accordance with hba's Privacy Policy and (ii) is also authorised to disclose this data to hba and to allow hba to process it for the provision of the services and in accordance with the Privacy Policy and these GTC.
- 3 hba is subject to the professional obligation of confidentiality and is authorised to instruct all employees to handle mandates within the framework of the applicable laws, provided that these employees have been instructed about the obligation of confidentiality.
- 4 Insofar as this is necessary for the pursuit of claims (in particular claims for remuneration), for the defence of claims (in particular claims for damages) or due to statutory duties of disclosure, hba is released from the duty of confidentiality.

9 Intellectual property rights, work results, know-how

- 1 "*Pre-existing materials*" of hba means materials, data, documents, works, inventions and other intellectual creations of hba that were

created or acquired outside the provision of services under an assignment, including their processing, modifications and further developments. Any pre-existing intellectual property rights and the ownership of pre-existing materials of hba shall remain with hba.

- 2 "*Work results*" means any result of the services to be provided under an assignment. Subject to the provisions on the pre-existing materials, all rights, property rights and rights of utilisation to the contractual services and/or work results, including all intellectual property rights, are the exclusive property of hba.

- 3 hba grants the client a non-exclusive, irrevocable, objectively, temporally and spatially unlimited right to reproduce and use (all known types of use), but not to edit, adapt or modify (1) services or work results not individually developed and/or provided for the Client and (2) pre-existing materials contained in or representing work results. hba grants the Client an exclusive, free, transferable, unlimited and irrevocable right to the services or work results developed or provided individually for the Client in accordance with an assignment, extending to all known and future types of use, but not to the processing, adaptation and modification of the same. The transfer of rights is subject to the condition of full payment of the remuneration owed to hba.

- 4 hba has the right to use know-how acquired during the execution of an order alone or together with the Client and third parties for other purposes, subject to the applicable statutory and contractual confidentiality obligations and intellectual property rights.

10 Order of precedence

The special contractual conditions of the respective contract shall take precedence over these GTC in the event of contradictions and ambiguities.

11 Amendments and additions

Amendments and additions to an assignment (including these GTC and this provision) can only be agreed in writing.

12 Assignment

The Client is not authorised to assign or transfer the contract or claims and rights arising from the contract in whole or in part without the prior consent of hba.

13 Severability clause

Should individual provisions of an assignment, including these GTC, be or become invalid in whole or in part, or should a loophole be found in the order, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced or the gap filled by an appropriate provision that comes as close as possible to what the contracting parties would presumably have wanted according to the meaning and purpose of this contract.

14 Applicable law, place of jurisdiction

- 1 All claims arising from or in connection with an order and these GTC, as well as all non-contractual claims, shall be governed exclusively by Swiss law, excluding public international law and the conflict of laws (PILA).
- 2 For all legal disputes arising from an order and/or in connection with the contractual relationship governed by these GTC, including disputes regarding validity, the jurisdiction of the competent court at the registered office of hba is agreed. hba is also entitled to bring claims against the Client before any other competent court in Austria or abroad.