

General Terms and Conditions (GTC)

Version: 30.06.2023

BWBLEGAL provides its services exclusively on the basis of the following General Terms and Conditions («GTC») in the interest and on behalf of its clients («Clients»).

1. SCOPE

- 1.1 The GTC apply to all activities undertaken in connection with a contractual relationship («Mandate») established between BWBLEGAL and the Client as well as to their respective legal successors.
- 1.2 The GTC also apply to new mandates (subsequent mandates), unless otherwise agreed in writing. The GTC shall take precedence over any General Terms and Conditions of the Client.
- 1.3 These GTC apply to consumers within the meaning of the Liechtenstein Consumer Protection Act, unless mandatory statutory provisions are to be observed.

2. MANDATE AND POWER OF ATTORNEY

- 2.1 The specific subject matter of the mandate is determined by separate oral or written agreement, but always excluding advice on any tax consequences.
- 2.2 BWBLEGAL is entitled and obliged to represent the Client to the extent that this is necessary and expedient for the performance of the mandate. If the legal situation changes after the end of the mandate, BWBLEGAL is not obliged to inform the Client of any changes or consequences resulting therefrom.
- 2.3 The power of attorney granted to BWBLEGAL constitutes – insofar as this results from the mandate – a power of attorney pursuant to § 31 of the Liechtenstein Code of Civil Procedure and entitles BWBLEGAL in particular to represent the Client in all matters in court and before authorities as well as out-of-court and extra-authority, to make a conditional or unconditional declaration of acceptance of inheritance, to renounce the inheritance, to conclude an agreement on the distribution of the inheritance, to sell or take over against payment movable and immovable property and rights, to conclude contracts on bonds or loans, to conclude arbitration agreements and to appoint an arbitrator, to apply for and to receive extracts from the criminal records, to carry out land register, commercial register and other register matters on behalf of the Client.
- 2.4 The Client shall provide BWBLEGAL with a written power of attorney upon request.

3. MANDATE MANAGEMENT

- 3.1 BWBLEGAL conducts the mandate in accordance with the law and represents the rights and interests of the Client vis-à-vis everyone with diligence, loyalty and conscientiousness.
- 3.2 BWBLEGAL is in principle entitled to provide services at its own discretion and to take all steps, in particular to use means of attack and defence in any way, as long as this does not contradict the Mandate or explicit instructions of the Client or the law.
- 3.3 If the Client issues an instruction to BWBLEGAL, compliance with which is incompatible with the principles of proper professional practice of lawyers based on the law or other professional ethics (e.g. Liechtenstein Lawyers' Act, Code of Conduct of the Liechtenstein Bar Association, etc.), BWBLEGAL shall reject the instruction.
- 3.4 In case of imminent danger, BWBLEGAL is entitled to take or refrain from an action not expressly covered by the Mandate or contrary to an instruction given, if this appears to be urgently required in the interest of the Client.
- 3.5 BWBLEGAL is entitled to assign all employees of the firm to handle matters within the framework of the applicable laws and guidelines.
- 3.6 If BWBLEGAL acts as a contract drafter in relation to real estate, the Client is obliged to provide BWBLEGAL with all necessary information and to hand over all documents required for the preparation and execution of the contract, the preparation of the application for permission under real estate law and the determination of the real estate gains tax. If BWBLEGAL arranges for a preliminary calculation of the real estate gains tax on the basis of the information provided by the Client, it is exempt from any liability towards the Client if the tax is not calculated correctly due to incomplete and/or incorrect documents.
- 3.7 No warranty is assumed for any assessments made regarding the outcome, opportunities and risks of legal proceedings. The Client acknowledges that the outcome of legal proceedings cannot be reliably assessed in advance.

4. OBLIGATIONS OF THE CLIENT TO COOPERATE

- 4.1 After the Mandate has been granted, the Client is obliged to immediately provide BWBLEGAL with all information and facts, which could be of importance in connection with the execution of the Mandate, and to make all necessary documents and evidence available without delay and in their entirety.
- 4.2 BWBLEGAL is entitled to assume the accuracy of the information, facts, documents, records and evidence, unless their inaccuracy is obvious.
- 4.3 During the term of the Mandate, the Client is obliged to inform BWBLEGAL of all changed or new circumstances, which could be of importance in connection with the execution of the Mandate, immediately after they become known.

5. LEGAL AID

- 5.1 In case of legal aid Mandates, the Client is obliged to submit to BWBLEGAL within a reasonable period of time a true and complete list of assets, duly signed and including all necessary enclosures. If a list of assets of the Client's spouse or parents is required, the Client is obliged to obtain these lists of assets within a reasonable period of time. The relevant form can be downloaded from www.gerichte.li.
- 5.2 If the competent court or the competent authority does not grant legal aid, BWBLEGAL is free to terminate the Mandate within three days from delivery of the decision. The Client may be charged for the expenses incurred in connection with the negative decision on the application for legal aid, in which case the provisions of section 10 apply.
- 5.3 The Client acknowledges the statutory obligations associated with the use of legal aid, which are described in detail on the last page of the relevant form (available at www.gerichte.li).

6. CONFIDENTIALITY

- 6.1 All employees of BWBLEGAL are obliged to maintain confidentiality on the matters entrusted to them and on the facts otherwise made known to them in their professional capacity, the secrecy of which is in the interest of the Client (Art. 15 of the Liechtenstein Lawyers Act).
- 6.2 Insofar as it is necessary for the pursuit of claims by the lawyer (in particular claims for fees) or for the defence against claims against BWBLEGAL (in particular claims for damages by the Client or third parties against BWBLEGAL), BWBLEGAL shall be released from the obligation of confidentiality.
- 6.3 The Client is aware that BWBLEGAL may be obliged by law to provide information or make reports to authorities without having to obtain the Client's consent; in particular, attention is drawn to the provisions on money laundering and terrorism financing.
- 6.4 The Client may release BWBLEGAL from the obligation of confidentiality at any time.

7. CONFLICT OF INTEREST

Before accepting a Mandate, BWBLEGAL checks whether there is a risk of a conflict of interest within the meaning of Art. 17 of the Liechtenstein Lawyers Act.

8. ORIENTATION

BWBLEGAL shall inform the Client of the actions it has taken in connection with the Mandate to an appropriate extent orally or in writing.

9. SUB-AUTHORISATION AND SUBSTITUTION

BWBLEGAL may, to the extent permitted by law, be represented by another lawyer or his staff (sub-authorisation) and bring in external specialists if the involvement of external expertise appears necessary. In the event that BWBLEGAL is prevented from performing its duties, it may pass on the Mandate or individual parts of the Mandate to another lawyer (substitution, Art. 21 of the Liechtenstein Lawyers Act).

10. FEE

- 10.1 If no other agreement has been made (e.g. a flat fee), BWBLEGAL is entitled to an appropriate fee, which is calculated as a time-based fee according to hourly rates. The hourly rates are agreed upon with the Client when the Mandate is granted. Travel time will be charged to the Client at the full hourly rate.
- 10.2 BWBLEGAL shall be entitled to any reimbursement of costs obtained from the opposing party or from the Principality of Liechtenstein in excess of the agreed flat fee or hourly fee. The receipt of a reimbursement of costs from the opposing party or from the Principality of Liechtenstein which is higher than the agreed fee shall result in the fee being waived. If the reimbursement of costs cannot be recovered within three months of the award or if the respective amount is lower than the agreed fee, BWBLEGAL is entitled to the agreed fee. In this case, any reimbursement of costs actually recovered will be deducted from the agreed fee.
- 10.3 In the event of successful litigation, a surcharge may be agreed upon in addition to the fee incurred. Such a surcharge shall be agreed upon in writing in advance.
- 10.4 If BWBLEGAL acts as a contract drafter in relation to real estate, BWBLEGAL is entitled, unless otherwise agreed, to a flat fee of 0.25 % of the value of the property (e.g. purchase price, exchange value), but at least CHF 2'500.00.
- 10.5 To the fee due to BWBLEGAL or agreed upon with BWBLEGAL, VAT at the statutory rate, a cash expense allowance of 3 % (e.g. for telephone, fax, copies etc.), fees paid on behalf of the Client (e.g. court fees) and expenses (e.g. travel expenses) are to be added.
- 10.6 The Client acknowledges that any estimate made by BWBLEGAL of the amount of the fee likely to be incurred, which is not expressly designated as binding, is non-binding and should not be regarded as a binding estimate of costs, since the extent of the services to be provided by BWBLEGAL cannot, by their nature, be reliably assessed in advance.
- 10.7 Invoicing according to the time-based fee shall be made in units of five minutes. The minimum unit for each service item is ten minutes.

- 10.8 At any time and irrespective of the progress of the Mandate, BWBLEGAL is entitled to issue invoices, to demand advance payments and to set off existing advances against outstanding invoices. Invoices issued shall be paid within thirty days of the invoice date without discount, without deduction of any payment charges, etc. Unused advances will be returned to the Client at the end of the Mandate. Advances paid do not bear interest.
- 10.9 A duly itemised fee invoice sent to the Client shall be deemed approved if and to the extent that the Client does not object in writing within ten days of receipt.
- 10.10 If the Client is in default with the payment of all or part of the fee, he owes BWBLEGAL default interest at the statutory rate. Further legal claims (e.g. § 1333 of the Civil Code) remain unaffected. BWBLEGAL is entitled, unless the protection of the client against legal disadvantages makes it necessary, to postpone or completely stop the provision of services if the Client is in default of payment or if there are signs of insolvency.
- 10.11 All court and administrative costs incurred in connection with the performance of the Mandate (court fees, administrative fees, cash expenses for register extracts, certifications, copies, etc.) and expenses (e.g. due to purchased external services) may – at BWBLEGAL's discretion – be forwarded to the Client for direct payment. In this case, the responsibility for the timely payment lies exclusively with the Client.
- 10.12 If several Clients grant a Mandate in one legal matter, they are jointly and severally liable to BWBLEGAL for all claims arising therefrom..

11. LIABILITY

- 11.1 BWBLEGAL's liability for faulty advice or representation is limited to CHF 1'000'000.00 (in words: Swiss Francs one million). The aforementioned limitation of liability shall also apply to any employee of BWBLEGAL.
- 11.2 If there are two or more competing injured parties (Clients), the maximum amount for each individual injured party shall be reduced in proportion to the amount of the claims. Any liability of BWBLEGAL towards third parties is excluded.
- 11.3 BWBLEGAL is only liable for third parties (in particular external experts) who are not employees of BWBLEGAL and who have been commissioned, with the knowledge of the Client, to provide individual parts of the services, if there is a fault in the selection process.
- 11.4 BWBLEGAL is only liable to its Client, not to third parties. The Client is obliged to expressly point this out to third parties who come into contact with the services of BWBLEGAL due to the Client's involvement.
- 11.5 BWBLEGAL is only liable for the knowledge of foreign law if expressly agreed upon in writing.

- 11.6 The Client shall fully indemnify and hold BWBLEGAL harmless in relation to any damages, claims by third parties or any kind of legal disadvantages incurred in connection with the execution of the Mandate.

12. LEGAL EXPENSES INSURANCE

If the Client has legal expenses insurance, he shall inform BWBLEGAL of this without delay and submit the necessary documents (in particular the cost approval).

13. TERMINATION OF THE MANDATE

- 13.1 The Mandate can be terminated by BWBLEGAL or by the Client at any time without notice and without giving reasons. BWBLEGAL's fee claim remains unaffected by this.
- 13.2 In the event of termination by the Client or BWBLEGAL, BWBLEGAL shall continue to represent the Client for a period of fourteen days to the extent necessary to protect the Client from legal disadvantages (Art. 18 of the Liechtenstein Lawyers Act). This obligation does not apply if the Client terminates the Mandate and conveys (expressly or tacitly) that he does not wish BWBLEGAL to continue its services.
- 13.3 It is noted that the Mandate, unless it is terminated by the Client or by BWBLEGAL in accordance with section 13, is in principle granted for an indefinite period of time.
- 13.4 The surrender/retention of documents and files is governed by Art. 19 of the Liechtenstein Lawyers Act. If the representation has ended, BWBLEGAL is obliged to hand over to the Client, upon request, the original documents and files belonging to the Client. BWBLEGAL is not obliged to hand over drafts of documents, letters addressed to BWBLEGAL and other reference files as well as proof of payments made by the Client and not yet reimbursed to BWBLEGAL. The Client may request copies thereof at his own expense (CHF 1.00/copied page). The obligation to make copies as well as the obligation to hand them over expires ten years after the date on which the representation has ended (Art. 19 para. 3 of the Liechtenstein Lawyers Act). BWBLEGAL stores files exclusively electronically or in a comparable manner.

14. COMMUNICATION

- 14.1 Declarations by BWBLEGAL to the Client shall be deemed to have been received if they are sent to the address or e-mail address provided by the client at the time the Mandate was granted or to the changed address or e-mail address provided in writing thereafter. However, BWBLEGAL may – unless otherwise agreed upon – correspond with the Client in any way it deems appropriate, in particular also via e-mail using the e-mail address which the Client provides to BWBLEGAL for the pur-

pose of communication. If the Client sends e-mails to BWBLEGAL from other e-mail addresses, BWBLEGAL may also communicate with the Client via this e-mail address. Declarations to be made in writing under these GTC may also be made by fax or e-mail, unless otherwise provided.

- 14.2 In the absence of any written instruction to the contrary from the Client, BWBLEGAL is entitled to conduct e-mail correspondence with the Client in a non-encrypted form. The Client declares that he is informed of the risks associated therewith (in particular access, confidentiality, alteration of messages in the course of transmission) and that, being aware of these risks, he agrees to the e-mail correspondence not being conducted in encrypted form.

15. FINAL PROVISIONS

- 15.1 Amendments or supplements to these GTC must be made in writing in order to be valid. This also applies to any waiver of the written form requirement.
- 15.2 The Mandate shall be governed by Liechtenstein law (to the exclusion of the Act on Private International Law). For all claims arising from the Mandate, Vaduz is agreed upon as the exclusive elective venue.
- 15.3 BWBLEGAL's privacy policy can be viewed at www.bwb.legal.
- 15.4 The invalidity of one or individual provisions of these GTC or of the contractual relationship governed by the GTC shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provision(s) with a provision that comes as close as possible to the invalid provision in terms of the economic result.
- 15.5 These GTC are issued in the German language. If GTC versions in other languages are drawn up at the same time or subsequently, in case of doubt, the German version of the GTC shall prevail. The German version of the GTC can be viewed at www.bwb.legal.
- 15.6 These GTC correspond to the version of 30.06.2023 and apply with immediate effect.