



Terms of Service

Legal advice and / or legal representation by NÄGELE Attorneys at Law LLC (hereinafter simply referred to as "law firm"), the following general terms and conditions apply.

1. Scope of Engagement

Client has instructed the law firm to provide legal advice or representation in accordance with further correspondence and / or consultation in a more detailed manner. Generally, a qualified lawyer of the law firm is primarily responsible for ensuring that clients application for legal advice or representation is fulfilled. He is assisted by the legal staff of the law firm.

These general terms and conditions apply also to new mandates, unless otherwise agreed in writing.

In case of the legal situation changing after the mandate has ended, the law firm is not obliged to inform the client of any changes or consequences.

2. Principles of representation

The law firm is generally and always entitled to perform services at its own discretion and to take all steps and legal means, with particular regard to the use of pleas in law (of application and defence) in any way, under the condition neither constraining nor contradicting the mandate of the client or the law.

In the event of possible delays, including delays for reasons not specifically referred in the contract, the law firm is entitled and authorized to take or refrain or cease an action not expressly covered by the mandate or contrary to a given instruction under the condition that the action seems urgently required according to the interests of the client.

3. Invoicing

For the settlement of the services, the following provisions apply. Alterations in provisions shall only be valid if such alterations have been expressly agreed between client and the law firm.

3.1 Hourly rates

Calculations for settlement of the services are based on the separately communicated specific hourly rates for partners, for (Liechtenstein) accredited attorneys and for participating lawyers, each calculated individually per person on an hourly basis (excluding 7.7% VAT). The amount of time spent includes, in particular, file study, study of legal issues, searches in legal databases and the Internet, meetings of all kinds, travel, in-house meetings, internal consultations of lawyers, correspondence, e-mails, contracts, pleadings and negotiations.

The minimum time unit is five minutes.

If desired by the client, an upper cost limit or cap for the above-mentioned legal services can be determined separately and presented in writing at the time the mandate is granted.

When the mandate regarding a single legal matter granted by several clients, they are then jointly liable for all resulting claims of the law firm.

3.2 Secretarial work and cash expenses

The work of the Secretariat will be charged at the hourly rate communicated to client separately. (excluding 7.7% VAT).

The law firm also charges a lump fee for cash expenditure (e-mail, fax, telephone, postage) amounting to 3% of the fees charged to the total fee (excluding 7.7% VAT).

3.3 Expenses and costs of third parties

Expenses or costs of third-party involvement incurred in carrying out the anticipated legal advice, such as air travel, rail travel, rental cars, taxi rides, use of public transport, accommodation, translations, courier services, etc. will be charged additionally.

The law firm is free to choose means of transport and accommodation and it is agreed that when public transport is chosen, 1st class or business class shall be used. For overnight stays, it is agreed that accommodation shall be at least rated by 4-stars or equivalent.

3.4 Invoicing and billing address

Legal fees are invoiced once per quarter or more frequent. The law firm will send the invoice to the address given by client (in writing), if not otherwise instructed by the client in writing at the time granting mandate.

If an advanced payment for fees is agreed with the client, it has to be transferred to the following account:

NÄGELE Rechtsanwälte GmbH
Konto Nr. 5521.1952.2001
LLB Liechtensteinische Landesbank AG
FL-9490 Vaduz, Liechtenstein
IBAN Nr.: LI06 0880 0549 4899 4200 1
BIC: LILALI2XXXX

If the payment of the fee is not made at the agreed time, then the mandate can be rejected or terminated at the law firm's discretion.

Invoices are to be fully paid in within ten days of issue. It lies to sole discretion of the law firm to discontinue the legal representation and mandate in the case where any invoice is not fully paid within thirty days after issue.

4. Storage of client files

Upon completion of the mandate, the law firm shall, upon request, return the original documents to the client. The law firm is entitled and authorized to keep copies of these documents.

Clients records, files and documents are kept in archives for 10 years after the completion of the mandate. Storage may also be as electronic data storage. After the 10 years, the client's files are destroyed according to law firms archiving principle. The law firm should be informed writing if the client has any objection to that procedure.

5. Means and Channels of Communication

Communication between the law firm and the client will be according to, but not limited to, that preferred mean by the client but also by e-mail and fax. Unless otherwise agreed in writing, the e-mail correspondence will take place unencrypted. The law firm expressly points out that correspondence exchanged by e-mails transmitted without encryption can be viewed by third parties and is therefore less secure than correspondence sent by fax or by letter which should be used where special secrecy is required.

6. Joint cooperation between law firm and client

It is in the client's best interests to cooperate with the law firm by providing all relevant and necessary information connected with the mandate. The client should, within reason, be generally available for consultation.

The law firm is justified in accepting the accuracy of information provided as facts, certificates, documents and evidence, providing there are no obvious inaccuracies in the information.

7. Conflict of interest & secrecy

In order to avoid conflicts of interest, the law firm will proceed with the required clarifications based on the information presented by the client at the time of awarding the mandate. If there is a conflict of interest, the law firm will inform the client and in this case, it may not be possible to accept the mandate. In any event the law firm will preserve confidentiality and protect client's information.

The client may revoke the mandate at any time by notifying the law firm. Termination of the mandate does not release client from his obligation to pay for the legal assistance provided and any additional costs incurred in connection with the proper conduct of client's affairs prior to termination.

Without prior express written consent, each party is prohibited from publicly naming the business relationship with the other party.

8. Termination of legal advice

The law firm may cease legal advice and assistance for any reason that complies with the applicable rules of professional responsibility. After termination of the power of attorney, the law firm remains entitled, authorized and obliged to act on behalf of the client for a further 14 days, as far as necessary to protect the client from legal disadvantages. The law firm is obliged to resign from the mandate if there is a conflict of interest, if there is a risk of breach of the confidentiality obligations or if attorney's lawful independence threatens to be impaired.

The law firm tries to inform its clients in advance regarding any situation that might lead to its resignation and to notify its client in writing should a termination be necessary.

Legal advice is considered complete once the specific assignment, the client has given to the law firm, has been completed.

9. Limitation of Liability

Liability for any damage for which the law firm is responsible is limited to the sum of the fees the client has paid. In any case, the liability of the law firm is limited to the amount that is covered and paid for by law firm's professional liability insurance, up to a maximum of CHF 1'000'000.- (coverage beyond this can be insured to the account of the client). The liability for intentional damage remains unaffected. If the liability of the law firm is excluded or limited, this also applies to the personal liability of its employees and vicarious agents.

10. Restriction of Use & Liquidated Damages

It is expressly pointed out that the use of surveys, legal opinions, or any other legal analysis of the law firm is only and exclusively permitted to the client within the context of the client's respective project.

Any distribution, complete or partial reproduction of the content - whether verbal or paraphrased -, the total or partial modification of the content or the duplication of such a document requires the prior and express written consent of the law firm.

It is assumed, agreed and given that no such consent exists, until proven otherwise by the client.

In case of any non-compliance or violation with and of the above-mentioned restrictions of use, it is already agreed upon a contractual penalty (liquidated damages) of CHF 100'000, - to be paid by the client, this, waiving the objection of the continuation connection and the judicial right of mitigation.

11. Data Protection

The law firm treats your data in accordance with the applicable data protection regulations and in accordance with law firm's privacy notice, which forms an integral part of

these terms. The privacy notice may be viewed, downloaded and printed at any time under <https://www.naegele.law/dpd>.

12. Governing Law and Jurisdiction

The business relationship between the client and the law firm is governed by Liechtenstein law. The jurisdiction for any disputes arising out of this relationship lies with the courts of Vaduz, Liechtenstein. The law firm reserves the right to assert its claims against the client at its ordinary place of jurisdiction or before any other competent court.

Legal advice is limited exclusively according to Liechtenstein law, and the law firm provides no information and advice about matters that are subject to the laws of other countries.

13. Severability clause

The invalidity of one or more provisions of these terms and conditions or the contractual relationship governed by them shall not affect the validity of the remaining agreement. The contracting parties undertake to replace the ineffective provision(s) with one(s) that result(s) in the most economical solution.

14. Right of withdrawal and consequences of the cancellation

The client has the right to withdraw from this contract within 14 days without giving reasons. The cancellation period regarding withdrawal is 14 days from the date of the contract. To exercise the right of withdrawal, client has to contact the law firm (NÄGELE Rechtsanwälte GmbH, Dr. Grass-Strasse 12, 9490 Vaduz, Liechtenstein, Fax +423 237 60 71, office@naegele.law) to inform about client's deci-

sion to withdraw from this contract. Client may use the attached model withdrawal form, but is not required to. In order to maintain the cancellation period, it is sufficient for the client to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If the client withdraws from this contract, the law firm shall reimburse the client for any payments it has received from the client without delay and at the latest within 14 days from the date on which it received the notification of the cancellation of this contract. For this repayment, the law firm will use the same means of payment as client used in the original transaction, unless expressly agreed otherwise with client; in no case the client will be charged for this repayment law firms fees.

If the client has requested that the services be commenced during the period of withdrawal, the client has to pay a reasonable amount equal to the proportion of services already provided by the law firm at the time the client informed the law firm of the exercise of the right of withdrawal in respect of this contract in comparison with the total volume of services agreed for in the contract. Appropriateness of that fee is to be understood according to the law on the tariff for lawyers and legal agents and the ordinance on the tariff guidelines of remuneration for lawyers and legal agents, as well as the fee policy of the Liechtenstein Bar Association, in its current version.

If the client exercises his right of withdrawal, the law firm understands this at the same time as termination of mandate and will not continue to work for the client.

Vaduz, January 2019



Withdrawal form

(If client wishes to withdraw the contract, he is kindly asked to fill out this form and return it to)

NÄGELE Attorneys at Law LLC,

Dr. Grass-Strasse 12, 9490 Vaduz, Liechtenstein,

Fax +423 237 60 71

office@naegele.law

Hereby I / we hereby withdraw the contract entered into by myself / us for the performance of the commissioned service:

Assignment of

Client's name

Client's address

Date:

Client's signature (in case of a withdrawal by paper form)