

POWER OF ATTORNEY AND FEE AGREEMENT

by which I am (we are) conferring a power of attorney for legal matters and proceedings on and authorising

Dr. Eric HEINKE
Rechtsanwalt

A-1030 Wien, Reisnerstraße 9

to represent me (us) and my (our) heir(s) in all matters, including tax matters, both before the judicial, administrative and revenue authorities and privately, to institute legal proceedings and to refrain from so doing, to receive service of documents of all kinds, including, in particular, statements of claim, judgements and land registry decisions, to require and effect proxies, to take up and withdraw appeals and legal remedies of all kinds, to obtain levy of execution and interim injunctions and to refrain from so doing, to make statements concerning the unconditional acquisition of a conditional right or charge or the like on real property (*Einverleibung*), concerning the conferment of priority, and concerning cancellation, as well as statements of all kinds on behalf of the seller that the buyer's right of ownership will be entered in the Land Register (*Aufsandung*), to execute requests for the grant of entries in the Land Register and ranking annotations of all kinds, to reach settlements of all kinds, including, in particular, court settlements, to give settlement acceptances of all kinds, to withdraw, receive and validly receipt money and money assets, to rent, let, dispose of, pledge, take in pledge, and accept against or without valuable consideration movable and immovable things and rights, to make property ownership contracts, to accept gifts, to make loan or credit agreements, to make conditional or unconditional declarations concerning heirs in the case of inheritances, to refuse to accept inheritances, to make statutory declarations of assets, to draw up partnership agreements and/or articles of association of whatever kind of company, to exercise voting rights in shareholder meetings, to agree on arbitral or quasi-arbitral awards or opinions and to elect arbitrators or quasi-arbitrators, to elect the trustee in bankruptcy and committees of creditors in bankruptcy (compensation) proceedings, to appoint trustees and deputies with the same or more limited power of attorney, and generally to make any arrangements it considers useful and necessary.

Dr. HEINKE holds a **liability insurance** in the amount of € 3,000,000. **Any liability** of Dr. HEINKE for damages **shall be limited to an amount of € 3,000,000.**

Deposit guarantee declaration: I (We) take note that Dr. HEINKE holds all trust accounts at **Bankhaus Schelhammer & Schattera AG** (bank) and has signed for these accounts following Section 37a of the Austrian Banking Act the required information form. I am (We are) aware that the deposit guarantee for trust account is also capped after the Austrian Federal Law for Investors and their damages (Einlagensicherungs- und Anlegerentschädigungsgesetz – ESAEG, BGBl I 117/2015). **This means in the case that I (we) hold other accounts at the bank, these deposits are accumulated with those on such trust accounts and that the deposit guarantee applies only once and is capped with a maximum of € 100.000,00 per investor/client. There is no separate deposit insurance for such trust accounts.**

Fee Agreement: Unless otherwise agreed in writing, the settlement of fees will be subject to the "**Autonomous Fee Guidelines**" (**AHR**) as in force prior to their being repealed (2005) in connection with Sections 5, 7 through 18 of the "**General Fee Criteria**" (**AHK**) (as amended from time to time) as adopted by the Austrian Chamber of Lawyers (see: www.heinke.at/kosten.tpl.htmlphp). **I (We) have been informed about the main contents and meaning of the AHR and AHK.** Dr. HEINKE shall be entitled at any time to issue **interim fee notes** for their legal services and expenses, and to require down payments for fees and expenses.

In addition I (we) agree that Dr. HEINKE works only following the **General Terms and Conditions for Lawyers issued by the Austrian Chamber of Lawyers** that I (we) have acknowledged.

I (We) hereby approve the action and measures taken under this Power of Attorney by Dr. HEINKE and its substitutes. I (We jointly and severally) also undertake to pay fees and expenses of Dr. HEINKE and its substitutes in **Vienna**, and I (we) state that I (we) expressly agree that Vienna shall be the exclusive legal venue for any claim in this regard. This Power of Attorney as well as the relationship between Dr. HEINKE and the client shall be exclusively governed by the Laws of Austria.

I (We) hereby agree to unencrypted e-mail correspondence between Dr. HEINKE, me (us) and third parties.

I (We) have received a copy of this Power of Attorney signed by me (us).

Vienna, (date) _____

DATA PROTECTION DECLARATION

I (We) confirm to be informed about the individual data protection and my (our) individual rights (see: <https://ico.org.uk/your-data-matters/>). Dr. HEINKE is, in particular, also expressly authorised to give, on my (our) behalf, his express consent to, or instruction concerning, the communication and provision of any data or information concerning myself (ourselves), including, in particular, as defined by the **Austrian Data Protection Act**, authorisation being given for all the above data to be communicated to him or to third parties designated by him and/or for information to be provided to him or to third parties designated by him. Dr. HEINKE is also, in particular, expressly authorised to give his express consent, on my (our) behalf, to the disclosure of any **banking secrets** concerning myself (ourselves), authorisation being given for any information requested on any of the above banking secrets to be given to him or to third parties designated by him.

Title:	Mr. O	Mrs. O
Last name:	<input type="text"/>	
First name:	<input type="text"/>	
Street/number:	<input type="text"/>	
ZIP Code:	<input type="text"/>	
City:	<input type="text"/>	
Country:	<input type="text"/>	
Date of birth:	day:	month: year:
Citizenship:	<input type="text"/>	
Occupation:	<input type="text"/>	

Telephone #:	<input type="text"/>
Fax #:	<input type="text"/>
Cellphone #:	<input type="text"/>
e-mail:	<input type="text"/>

Bank:	<input type="text"/>
IBAN (SWIFT):	<input type="text"/>
BIC-Code:	<input type="text"/>

Vienna, (date) _____

FEE AGREEMENT: Hourly Rate

I (We) agree to an **hourly rate of € _____** plus possible expenses plus 20% Austrian VAT, **billed to the nearest 5 minutes**. For services rendered between 20:00 h and 08:00 h (Vienna nighttime) and for services rendered on Saturday, Sunday or on holidays between 08:00 h and 20:00 h (Vienna daytime) I (we) agree to be charged the double hourly rate. For services rendered on Saturday, Sunday or on holidays during Vienna night time I (we) agree to be charged four times the hourly rate. I (We) accept to be billed every month.

Vienna, (date) _____