

MANDATE ACCEPTANCE AND FEE AGREEMENT

Client		
Downsontetino		
Representatives		
Christoph Büchel, Attorney-at-Law, Wilhelm & Büchel Rechtsanwälte,		
Am Schrägen Weg 2, P.O. Box 141, LI-9490 Vaduz		
All Schlager Weg 2, 1 .O. Box 141, El-9490 Vadd2		
Defendant		
Legal case		
The Client has instructed the Representatives (or the latter's legal staff), in accordance		
with a separate power of attorney, with defen	ding the Client's legal interests in the	
following case: re		

In accordance with the statutory provisions, in particular Art. 23 Para. 1 of the Liechtenstein Attorney-at-Law Act ("RAG") of 8 November 2013 (Liechtenstein Legal Gazette 2013 No. 415), Art. 2 Para. 1 of the Law of 16 December 1987 concerning Fees for Attorneys and Legal Agents (Liechtenstein Legal Gazette 1988 No. 9; hereinafter called "RATG"), the Ordinance of 30 June 1992 concerning the Tariffs for the Remuneration of Attorneys and Legal Agents (Liechtenstein Legal Gazette 1992 No. 69; hereinafter called "RATV") and the Fee Guidelines of the Liechtenstein Chamber of Attorneys, in the currently valid version, the undersigned Parties herewith agree as follows:

1. Fee

The Client undertakes, on the basis of an agreement freely entered into, to pay the Representatives the following fee, within their relationship in the present legal case (entitlement to remuneration between the Client and the Representatives):

- The remuneration due pursuant to the attorneys' schedule of fees, but at least a fee on the basis of time spent by the Representative, calculated at CHF per hour for admitted Attorneys.
- Associates' and other employee work, calculated on a time and materials basis at a minimum of CHF per hour.
- Flat-rate fee of CHF:
- The relevant amount for the application of a set fee rate pursuant to Art. 3 of RATG (calculation basis) is defined as follows by mutual agreement:

Currency: Amount:

2. Advance payment towards costs

The Client undertakes to transfer CHF to the Representatives' bank account within days of the signing of this Agreement as an advance payment towards costs. The Representatives are not obliged to represent the Client until this sum has been credited.

Account no. 0831694.038 at LGT Bank AG, Herrengasse 12, LI-9490 Vaduz, Swift/BIC: BLFLLI2X, IBAN: LI89 0881 0000 8316 9403 8

3. Court fees

The Client undertakes to pay to the Representatives all official fees and charges due under the Act of 4 May 2017 concerning Court and Complaints Commission Fees (Liechtenstein Legal Gazette 2017 No. 169), applying the above basis for calculation, or other fees and charges incurred in the execution of the present instructions.

4. Cash expenses

For the cash expenditures incurred (within the limits of what is usual) in carrying out the mandate, the Client will be charged lump-sum compensation in the amount of 3%

of the fee laid down in Clause 1. This lump sum includes the costs for incoming and outgoing e-mails, telephone calls and fax messages, photocopies, postage, and opening of dossiers. It does not include third-party costs such as DHL fees, telephone conferences etc. Where extraordinary cash expenditures are incurred, the Representatives reserve the right to charge these costs separately.

The Client undertakes to reimburse to the Representatives all cash expenses necessitated by the execution of the present instructions.

5. Entitlement to reimbursement of the cost of proceedings

The Client acknowledges that any entitlement to reimbursement of the cost of proceedings that may be due to the Client from the Defendant shall be calculated in accordance with RATG and RATV.

6. Advance payments towards costs, interim settlements and fees

The Client undertakes, within the context of his relationship with the Representatives, to pay the advance payments against costs required by the Representatives as well as any interim settlements and fees, irrespective of the progress in any court proceedings and of any entitlement of the Client to reimbursement of the cost of proceedings. These due sums may not be offset against any counterclaim by the Client.

The retainer does not bear interest and is retained until the end of the mandate and settled with the final invoice.

The Client undertakes, if the advance payment towards costs is used to pay interim settlements, to make further contributions towards the advance payment towards costs without delay upon request. If the Client fails to do so, then the Representatives shall be entitled to terminate the commission (resignation).

Unless otherwise agreed on a case-by-case basis, interim settlements and fees are payable within 30 days, without deduction. In other respects, the Client shall be deemed to have defaulted on the payment and default interest amounting to $5\,\%$ p.a. shall be owed.

The Representatives shall be entitled to offset their charged fees and expenses against payments that they have received on behalf of the Client.

Offsetting against any possible counterclaims of the Client is excluded.

7. Statutory lien on claimed reimbursement of expenses

If costs are awarded to the Client or are made part of a settlement in legal proceedings conducted before a court of law, an administrative authority or a court of arbitration, then the Representatives shall have a lien on the reimbursement of expenses claimed by the Client on account of their entitlement to the reimbursement of cash expenses and for remuneration for representation in these legal proceedings.

The Client is not entitled to offset his claimed reimbursement of expenses against any other claims or liabilities that he may have against any party whatsoever, or to dispose thereof at the expense of the Representatives.

The party with the obligation to provide compensation for costs may effectively pay the costs to the Client only if the Representatives have expressly waived the payment thereof to them.

8. Statutory liability waiver/limitation

The Representatives shall not be liable for damages brought on the grounds of minor negligence.

The liability of the Representatives shall in general terms be limited to the sum that is stipulated in the liability insurance cover that is required by law.

9. Data processing

The Client confirms that he has taken note of the fact that the information sheet on the data protection declaration, which contains all necessary information on the processing of data and his rights, can be viewed by him at any time at https://www.wbr.li. This shall not affect, impair or in any way restrict the lawyer's fundamental duty of confidentiality.

10. Communication

The Client expressly consents to correspondence via e-mail, including in unencrypted form.

11. Applicable law / place of jurisdiction

This contract is liable exclusively to Liechtenstein substantive law. Vaduz in the Principality of Liechtenstein shall be the exclusive place of jurisdiction for all disputes arising from or relating to the existence of this contract and the client expressly recognises Vaduz as the place of jurisdiction of choice.

Place, date	Place, date