

## Power of Attorney,

by means of which \_\_\_\_\_, date of birth/ registered number \_\_\_\_\_,  
seat \_\_\_\_\_ (client) empowers and instructs

**LIKAR Rechtsanwälte GmbH**  
–and all its Attorneys at Law –  
**Pestalozzistraße 1/II/13, 8010 Graz**  
**Telefon +43-316-823 723**  
**E-mail: office@likar-partner.at**

to act as counsel in all trials and proceedings which power of attorney and instruction shall be enduring beyond the client's (civil) death for representation on all matters including all tax, patent and trade mark matters before civil courts as well as criminal courts, administrative agencies and tax authorities but also to represent the client out of court, to take legal action and commence any and all other court or out-of-court or administrative proceedings to carry out the same and to discontinuing such action, to accept service of process above all also for complaints and judgements, to file appeals and remedies of any kind, to withdraw the same, to obtain executions and enforcements as well as interim injunctions and to give up the same, to issue formal statements for registrations, cancellations and/or granting of priorities, to file land register applications, to sign petitions for priority treatment in the land register, to accept land register decisions, to conclude settlements of any kind,

to withdraw money and money worth, to accept the same and to issue receipts thereupon,

to open accounts and depositories with Austrian credit institutions/banks on the client's behalf and in the client's name, to dispose thereof, to obtain all information necessary from such banks or credit institutions, to specifically grant approval to disclose matters which would otherwise be subject to banking secrecy whereby these institutions and organizations are relieved from any obligation to maintain secrecy vis-à-vis the grantor of this power of attorney and are also relieved from any secrecy under the banking secrecy or other data protection codes and on power to render the requested information, moreover, the attorney shall be entitled to grant employees of such institutions and banks the right to waive their secrecy when they have to appear as witness,

to obtain copies of medical reports waving the secrecy requirement applicable to doctors, to free any and all persons from any and all secrecy requirements of whatsoever kind and to obtain any and all information which may be stored in a protected manner under the Austrian Data Protection Statutes, to sell movable and immovable property and rights whether against payment or without, to pledge the same, to take over the same whether against payment or not, to conclude loan agreements, to accept estates in succession whether with or without restrictions or to refuse to accept the same, to make statements of assets also under oath,

to resolve on articles of associations and to modify the same, to convene general shareholder meetings and meetings of partners and/or members, to represent the client in such meetings and to vote on the client's behalf (proxy), to sign register documents of whatsoever nature on the client's behalf, to agree on arbitral decisions and to appoint arbitrators,

to represent the client in insolvency proceedings opened on the estate of a debtor, to appoint the trustee in such proceedings and to represent the client in creditors meetings,

to effect and appoint substitutes, to appoint trustees and similar attorneys,

to represent the client in matters of association under Austrian law, to resolve on foundation documents and modify the same, to represent the client in meetings of members and to execute the client's voting rights (proxy),

to represent the client in trust matters, to resolve on trust deeds and on the modification of the same, to administer trusts also vis-a-vis the trust authorities, to appoint trust officials, to convene meetings of trust officials and to represent the client in such meetings as well as to exercise any and all of the client's voting rights (proxy),

to do whatever there shall be necessary or expedient for the client. At the same the client promises to accept any and all measures taken by LIKAR Rechtsanwälte GmbH and/or its substitutes for the client and on the client's behalf.

Date: \_\_\_\_\_

**Money Laundering:** The client hereby expressly notes that LIKAR Rechtsanwälte GmbH and all its Attorneys at Law have to observe the rules concerning the fight against money laundering and financing of terrorism. The Client undertake to render the Attorneys at Law all necessary information (in particular regarding determination of identity and regarding execution of lawyer trust account e. g.)

**Agreement on fees:** The Client undertakes to pay the LIKAR Rechtsanwälte GmbH and /or its substitutes pursuant to the Autonomous Fee Guidelines as amended from time to time and the fees calculated based thereon and to compensate for expenses incurred including value added tax. All payments shall be effected in Graz. All mutual claims and disputes shall exclusively be settled and decided by the competent court in Graz. The grants of this power of attorney therefore irrevocably submits to the exclusive jurisdiction of Austrian courts. Austrian law (excluding conflict rules) shall apply without exception. Granted discounts and/or Flat-rate fees hold on due payment only.

**Limitation of liability:** The client hereby expressly notes that LIKAR Rechtsanwälte GmbH shall only be liable for financial damage caused by gross negligence and in any event only up to a total of € 2,4 Mio (Euro two comma four million). The Client gives the explicit consent to the transmission of all the correspondence from LIKAR Rechtsanwälte GmbH via e-mail. The client is fully aware of the risks such transmission might entail.

The client expressly accepts, that he is obliged to render the Attorneys at Law all information and facts which could be relevant immediately and submit all documents. LIKAR Rechtsanwälte GmbH may assume the accurateness of these information, facts, documents, records and evidences.

The client is obliged to inform the Attorneys at Law about all amended and/or new circumstances which could be relevant immediately.

The enclosed general terms of conditions are an integral part of the contract and accepted by the client. Moreover, the GTC are available and storable at the Attorneys' homepage ([www.likar-partner.at](http://www.likar-partner.at)).

Date: \_\_\_\_\_