

General Terms and Conditions of Contract

for business clients and consumers

Last revised: October 2026

1 Scope of Application

- 11 These Terms and Conditions of Contract apply to all activities and to all acts of representation in court, before public authorities and out of court that are performed in the course of a contractual relationship (hereinafter also the “Client-Lawyer Relationship”) existing between the established European lawyer (hereinafter, for simplicity, the “Lawyer”) and the client or clients (hereinafter the “Client”).
- 12 These Terms and Conditions of Contract also apply to new Client-Lawyer Relationships, unless otherwise agreed in writing.
- 13 These Terms and Conditions of Contract apply both to business clients and to consumers within the meaning of Section 1 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG). Provisions that do not apply to consumers, or that apply to them with deviations, are marked directly at the relevant clause by a paragraph shaded in grey and headed “For consumers”. As regards consumers, the rule set out in such a paragraph takes precedence over the general rule.

2 Engagement and Power of Attorney

- 14 The Lawyer is entitled and obliged to represent the Client to the extent necessary and expedient for the performance of the Client-Lawyer Relationship. If the legal situation changes after the end of the Client-Lawyer Relationship, the Lawyer is not obliged to inform the Client of such changes or of any consequences resulting from them.
- 15 Upon request, the Client shall sign a written power of attorney in favour of the Lawyer. This power of attorney may be limited to individual, specifically defined legal transactions or legal acts, or may cover all possible legal transactions or legal acts.

3 Principles of Representation

- 16 The Lawyer shall conduct the representation entrusted to them in accordance with the law and shall represent the rights and interests of the Client vis-à-vis any person with zeal, loyalty and conscientiousness.
- 17 As a matter of principle, the Lawyer is entitled to perform their services at their own discretion and to take all steps, in particular to use any means of attack and defence in any manner, as long as this does not conflict with the Client’s instructions, the Lawyer’s conscience or the law.



18 If the Client gives the Lawyer an instruction compliance with which would be incompatible with the principles of proper professional conduct of a lawyer based on the law or on other professional rules (e.g. the Austrian Guidelines for the Practice of the Legal Profession [Richtlinien für die Ausübung des Rechtsanwaltsberufes, RL-BA 2015] or the case law of the Appellate and Disciplinary Senates for Lawyers and Trainee Lawyers at the Austrian Supreme Court and of the former Supreme Appellate and Disciplinary Commission for Lawyers and Trainee Lawyers [OBDK]), the Lawyer shall refuse to follow that instruction. If, in the Lawyer's view, instructions are inexpedient or even detrimental to the Client, the Lawyer shall inform the Client of the possible adverse consequences before carrying them out.

19 In the event of imminent danger, the Lawyer is entitled to take or refrain from taking an action that is not expressly covered by the engagement or that conflicts with an instruction given, if this appears urgently required in the Client's interest.

4 Client's Duties to Provide Information and to Cooperate

110 Once the engagement has been given, the Client shall without delay provide the Lawyer with all information and facts that may be relevant to the performance of the engagement and shall make available all necessary documents and evidence. The Lawyer is entitled to assume that information, facts, deeds, documents and evidence are correct, unless their incorrectness is obvious.

111 The Lawyer shall seek to ensure that the facts are complete and correct by asking the Client specific questions and/or by other suitable means. As regards the correctness of supplementary information, the second sentence of Clause 4.1 applies.

112 During the Client-Lawyer Relationship, the Client shall inform the Lawyer without delay of any changed or new circumstances that may be relevant to the performance of the engagement as soon as the Client becomes aware of them.

113 If the Lawyer acts as the drafter of a contract, the Client shall provide the Lawyer with all information required for the self-assessment of real estate transfer tax, registration fees and real estate income tax. If the Lawyer carries out the self-assessment on the basis of the information provided by the Client, the Lawyer is in any event released from any liability towards the Client in this respect. The Client, on the other hand, shall indemnify and hold the Lawyer harmless against any financial losses should the Client's information prove to be incorrect.

For consumers: The release from liability under the second sentence of Clause 4.4 applies only if the incorrectness of the information provided by the Client was not recognisable to the Lawyer.

114 Under the statutory provisions on the prevention of money laundering and terrorist financing, the Lawyer is obliged to carry out certain checks in transactions susceptible to money laundering. These include, for example, establishing the identity of the parties and of the beneficial owner or owners. The Lawyer must also verify the purpose of the transaction and, where applicable, the source of funds. In such transactions, the Client shall provide or transmit to the Lawyer, completely, truthfully and without delay, all information and supporting documents requested in



this connection. This also applies where the Lawyer requests such information on behalf of a bank involved.

5 Duty of Confidentiality and Exceptions

115 The Lawyer is obliged to maintain confidentiality regarding all matters entrusted to them and all facts that have otherwise become known to them in their professional capacity, the confidentiality of which is in the interest of the Client.

116 The Lawyer is released from the duty of confidentiality to the extent necessary to pursue claims of the Lawyer (in particular claims to the Lawyer's fees) or to defend claims against the Lawyer (in particular claims for damages by the Client or third parties against the Lawyer).

117 The Client is aware that in certain cases the Lawyer is obliged by law to provide information or make reports to public authorities without having to obtain the Client's consent; reference is made in particular to the provisions on the prevention of money laundering and terrorist financing and to tax law provisions (e.g. the Austrian Account Register and Account Inspection Act [Kontenregister- und Konteneinschaugesetz], the Austrian Common Reporting Standard Act [GMSG], etc.).

118 The Client may release the Lawyer from the duty of confidentiality at any time. A release from confidentiality by the Client does not relieve the Lawyer of the obligation to examine whether giving evidence is in the Client's interest. If the Lawyer acts as a mediator or as a collaborative lawyer, the Lawyer shall invoke their right to confidentiality notwithstanding such a release.

6 Lawyer's Duty to Report

The Lawyer shall inform the Client, orally or in writing and to an appropriate extent, of the actions taken by the Lawyer in connection with the Client-Lawyer Relationship.

7 Delegation and Substitution

It is agreed that the Lawyer may be represented by another lawyer (delegation). If temporarily prevented, the Lawyer may, pursuant to Section 14 of the Austrian Lawyers' Act (Rechtsanwaltsordnung, RAO), pass on the engagement or individual parts of it to another lawyer (substitution). In the event of delegation or substitution to another lawyer, the substituting Lawyer is liable only for fault in selection.

8 Fees

119 Unless otherwise agreed, the Lawyer is entitled to reasonable fees.

120 Even if fees lower than those under the Austrian Statute on Lawyers' Tariffs (Rechtsanwaltstarifgesetz, RATG) have been agreed, the Lawyer is additionally entitled to the reimbursement of costs obtained from the opponent in excess of those fees, to the extent that such amount is recoverable.



121 If an email that is not addressed to the Lawyer but is merely sent to them in cc or bcc is sent to the Lawyer by the Client or from the Client's sphere, the Lawyer is not obliged to read it without an express instruction. If the Lawyer reads such an email, the Lawyer is entitled to remuneration as for comparable services under the RATG or the General Criteria for Professional Fees (Allgemeine Honorar-Kriterien, AHK).

For consumers: The second sentence of Clause 8.3 (separate remuneration) does not apply.

122 Value added tax at the statutory rate, necessary and reasonable expenses (e.g. for travel, telephone, fax and copies) and the cash expenses paid on behalf of the Client (e.g. court fees) shall be added to the fees due to or agreed with the Lawyer.

123 The Client acknowledges that any estimate of the expected amount of fees made by the Lawyer that is not expressly designated as binding is non-binding and does not constitute a binding quotation (within the meaning of Section 5(2) KSchG), because the extent of the services to be provided by the Lawyer cannot, by their nature, be reliably assessed in advance.

124 The time spent on billing and preparing fee notes is not charged to the Client. This does not apply, however, to the time spent on translating statements of services into a language other than German at the Client's request. Unless otherwise agreed, the time spent on letters prepared at the Client's request to the Client's auditor, setting out, for example, the status of pending matters, a risk assessment for the purpose of making provisions and/or the status of outstanding fees as at the balance sheet date, is charged.

125 The Lawyer is entitled to issue fee notes and to request advances on fees at any time, and in any event on a quarterly basis.

126 If the Client is in default with payment of all or part of the fees, the Client shall in any event pay the Lawyer default interest at the statutory rate of 4%. If the Client is at fault for the default in payment, the statutory interest rate is 9.2 percentage points above the applicable base rate, and the Client shall also compensate the Lawyer for any further damage actually incurred. Any further statutory claims (e.g. under Section 1333 of the Austrian Civil Code, ABGB) remain unaffected.

For consumers: In derogation from Clause 8.8, in the event of default in payment the Client shall pay statutory interest of 4% per annum. If the Client is at fault for the default in payment, the Client shall compensate the Lawyer for the further interest loss actually incurred. Any further statutory claims (in particular under Section 1333 ABGB) remain unaffected.

127 All court and administrative costs (cash expenses) and expenses (e.g. for services purchased from third parties) incurred in the performance of the engagement may, at the Lawyer's discretion, be forwarded to the Client for direct payment.

128 If an engagement in a legal matter is given by several clients, they are jointly and severally liable for all claims of the Lawyer arising from it.



For consumers: Joint and several liability under Clause 8.10 applies only to the extent that the Lawyer's services under the Client-Lawyer Relationship are not divisible and were not clearly provided for one Client only.

129 The Client's claims against the opponent for reimbursement of costs are hereby assigned to the Lawyer, upon their coming into existence, in the amount of the Lawyer's fee claim. The Lawyer is entitled to notify the opponent of the assignment at any time.

For consumers: Clause 8.11 does not apply.

9 Liability of the Lawyer

130 The Lawyer's liability for incorrect advice or representation is limited to the sum insured available for the specific case of damage, but amounts at least to the sum insured specified in Section 21a RAO as amended from time to time. This is currently EUR 400,000.00 (in words: four hundred thousand euros) and, for law firms in the form of a limited liability company, EUR 2,400,000.00 (in words: two million four hundred thousand euros).

For consumers: The limitation of liability under Clauses 9.1 to 9.3 applies only to damage caused by slight negligence. For damage caused intentionally or by gross negligence, and for personal injury, the Lawyer is liable in accordance with the statutory provisions.

131 The maximum amount applicable under Clause 9.1 covers all claims against the Lawyer for incorrect advice and/or representation, in particular claims for damages and price reduction. This maximum amount does not cover claims of the Client for repayment of fees paid to the Lawyer. Any deductibles do not reduce the liability. The maximum amount applicable under Clause 9.1 relates to one insured event. If there are two or more competing injured parties (clients), the maximum amount shall be reduced for each injured party in proportion to the amounts of their claims.

132 If a law firm is engaged, the limitations of liability under Clauses 9.1 and 9.2 also apply in favour of all lawyers working for the firm (as its partners, managing directors, employed lawyers or in any other capacity).

133 The Lawyer is liable for third parties engaged to perform individual parts of the services (in particular external experts) who are neither employees nor partners only in the case of fault in selection.

For consumers: The limitation to fault in selection under Clause 9.4 applies only to third parties engaged with the Client's knowledge.

134 The Lawyer is liable only to the Client and not to third parties. The Client shall expressly inform third parties who come into contact with the Lawyer's services as a result of the Client's actions of this fact, failing which the Client shall indemnify and hold the Lawyer harmless.



For consumers: The duty to inform and the indemnity under Clause 9.5 do not apply in cases where it is recognisable to the Lawyer that their services affect the sphere of a third party.

- 135 The Lawyer is liable for knowledge of foreign law only if this has been agreed in writing or if the Lawyer has offered to examine foreign law. The law of the EU Member States is also deemed to be foreign law.

10 Limitation Period / Preclusion

Unless a shorter limitation or preclusion period applies by law, all claims against the Lawyer lapse unless the Client asserts them in court within six months from the time at which the Client becomes aware of the damage and of the person who caused it, or of any other event giving rise to the claim, but in any event no later than five years after the conduct (breach) causing the damage (giving rise to the claim).

For consumers: Clause 10 does not apply. The statutory limitation periods apply.

11 Client's Legal Expenses Insurance

- 136 If the Client has legal expenses insurance, the Client shall inform the Lawyer of this without delay and submit the necessary documents (where available).

- 137 The disclosure of legal expenses insurance by the Client and the obtaining of insurance cover by the Lawyer leave the Lawyer's fee claim against the Client unaffected and are not to be regarded as the Lawyer's consent to accept the amount paid by the legal expenses insurer as full payment of the fees.

- 138 The Lawyer is not obliged to claim the fees directly from the legal expenses insurer but may claim the entire remuneration from the Client.

12 Termination of the Client-Lawyer Relationship

- 139 The Client-Lawyer Relationship may be terminated by the Lawyer or by the Client at any time, without notice and without giving reasons. The Lawyer's fee claim remains unaffected.

- 140 In the event of termination by the Client or by the Lawyer, the Lawyer shall continue to represent the Client for a period of 14 days to the extent necessary to protect the Client from legal disadvantages. This obligation does not apply if the Client revokes the engagement and states that they do not wish the Lawyer to continue acting.

For consumers: If the contract was concluded at a distance (e.g. by email or telephone) or off the Lawyer's business premises, the Client has a right of withdrawal under the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG). The information on the right of withdrawal, together with the model withdrawal form, is attached to these Terms and Conditions of Contract as Annex I.



13 Return of Documents

141 After the end of the Client-Lawyer Relationship, the Lawyer shall, upon request, return to the Client the original documents belonging to the Client. The Lawyer is entitled to keep copies of these documents.

142 If, after the end of the Client-Lawyer Relationship, the Client again requests documents (copies of documents) that the Client has already received in the course of the Client-Lawyer Relationship, the Client shall bear the costs of EUR 0.50 per page.

143 The Lawyer is obliged to retain the files for a period of five years from the end of the Client-Lawyer Relationship. Where longer statutory periods apply to the retention obligation, these shall be observed. The Client consents to the destruction of the files (including original documents) after the retention period has expired.

14 Governing Law, Place of Jurisdiction and Out-of-Court Dispute Resolution

144 These Terms and Conditions of Contract and the Client-Lawyer Relationship governed by them are subject to Austrian substantive law, excluding its conflict-of-law rules.

For consumers: If the Client's habitual residence is not in Austria, the Client retains the protection afforded by the mandatory provisions of the law of the state of their habitual residence (Article 6(2) of the Rome I Regulation).

145 For disputes arising out of or in connection with the contractual relationship governed by these Terms and Conditions of Contract, including disputes concerning its validity, the exclusive jurisdiction of the court having subject-matter jurisdiction at the Lawyer's registered office is agreed, unless mandatory law provides otherwise. The Lawyer is, however, entitled to bring claims against the Client before any other court in Austria or abroad in whose district the Client has their registered office, domicile, a branch or assets.

For consumers: Clause 14.2 does not apply. The statutory places of jurisdiction apply (in particular Section 14 KSchG and Articles 17 et seq. of the Brussels Ia Regulation).

146 In the event of a dispute between the Lawyer and the Client concerning fees, the Client is free to request a review of the fees by the Vienna Bar Association (Rechtsanwaltskammer Wien, the competent regional bar association); if the Lawyer agrees to the review by the bar association, this results in an out-of-court review of the reasonableness of the fees free of charge.

For consumers: In disputes between lawyers and clients, the Conciliation Body for Consumer Transactions (Schlichtungsstelle für Verbrauchergeschäfte, www.verbraucherschlichtung.or.at) acts as the out-of-court dispute resolution body. The Client acknowledges that the Lawyer is not obliged to involve this body for the resolution of disputes or to submit to it, and that, in the event of a dispute with the



Client, the Lawyer will only then decide whether or not to agree to out-of-court conciliation proceedings.

15 Final Provisions

147 Amendments or supplements to these Terms and Conditions of Contract must be made in writing to be valid.

For consumers: Clause 15.1 does not apply.

148 Declarations of the Lawyer to the Client are in any event deemed to have been received if they are sent to the address notified by the Client when giving the engagement or to a changed address subsequently notified in writing. Unless otherwise agreed, the Lawyer may correspond with the Client in any manner the Lawyer considers appropriate, in particular by email using the email address notified by the Client to the Lawyer for the purpose of communication. If the Client sends emails to the Lawyer from other email addresses, the Lawyer may also communicate with the Client via those email addresses, unless the Client has previously expressly objected to such communication. Unless otherwise provided, declarations to be made in writing under these Terms and Conditions of Contract may also be made by fax or email.

For consumers: The first sentence of Clause 15.2 (deemed receipt) does not apply.

Unless otherwise instructed by the Client in writing, the Lawyer is entitled to conduct email correspondence with the Client in unencrypted form. The Client declares that they have been informed of the associated risks (in particular access, confidentiality and alteration of messages in the course of transmission) and of the possibility of using "Context", and, being aware of these risks, consents to email correspondence being conducted in unencrypted form. The Client shall notify the email address through which they wish to communicate with the Lawyer when giving the engagement.

149 The Client is informed about the purposes and manner of the processing of their personal data by the Lawyer in a separate data protection notice.

150 The invalidity of one or more provisions of these Terms and Conditions of Contract or of the contractual relationship governed by them does not affect the validity of the remainder of the agreement. The contracting parties undertake to replace the invalid provision(s) with a provision that comes as close as possible to it in economic terms.

For consumers: The second sentence of Clause 15.4 does not apply.



Annex I: Information on the Right of Withdrawal

for consumers under the Austrian Distance and Off-Premises Contracts Act (FAGG)

This information applies to contracts with consumers that are concluded at a distance (e.g. by email, telephone or via the website) or off the Lawyer's business premises.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Ruzicska Legal, Mag. Mate Ruzicska, LL.M., Kolingasse 13/2/7, 1090 Vienna, Austria, telephone: +43 681 20540768, email: info@ruzicska.legal) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Early expiry of the right of withdrawal

The right of withdrawal expires when the service has been fully performed if we began performance only after you gave your express consent and, at the same time, acknowledged that you will lose your right of withdrawal once the contract has been fully performed by us (Section 18(1)(1) FAGG).



Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

- To Ruzicska Legal, Mag. Mate Ruzicska, LL.M., Kolingasse 13/2/7, 1090 Vienna, Austria, email: info@ruzicska.legal:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*):

- Engaged on (*): _____
- Name of consumer(s): _____
- Address of consumer(s): _____
- Signature of consumer(s) (only if this form is notified on paper):

- Date: _____

(*) Delete as appropriate.

