



## Full Power of Attorney (PoA)

We (company name) grant full power of attorney to Mr. **Mag. iur. Christian Sander, attorney-at-law („CS“)**, seated A-9020 Klagenfurt am Wörthersee. We authorise CS in particular to exercise the PoA, punitive power of attorney and general power of attorney. Furthermore, we particularly grant him the power to realize the sale or the take over in return for payment of moveable and immovable goods. In addition to exercise the right to sell, to transfer and to give up rights, in particular rights concerning trade laws. This full PoA entitles CS, to sign loan and credit agreements as well as donation contracts. CS has the right to receive cash and cash equivalents, and to receipt a payment; in our name to open and dispose of accounts and deposits with credit institutions; make a declaration of agreements of incorporation, grants of priority and submit cancellation notice as well as to conduct settlements; to totally or under certain conditions accept inheritances or the right to disclaim of legacy. He is entitled to make declarations of assets, or to establish and amend company agreements of every kind. We grant CS the right for exercising share voting rights concerning stockholders' meetings, general assemblies and annual shareholders' meetings; to assign company shares, to conclude arbitration agreements, to elect and select adjudicators and arbitrators, to appoint trustees, to accept notifications of all kinds, in particular those concerning enactments of the title registre. In addition this POA gives CS the right to represent us in the court proceedings before administrative authorities, constitutional or administrative courts and all international courts, also in tax matters and against any other person and authority in particular pursuant to § 31 ZPO (Austrian Code of Civil Procedure), § 77 GBG (register law), § 21 PatG (patent law), § 61 of the MSchG (design protection law), § 39 ff of StPO (criminal procedural law), § 10 AVG (general administrative law), § 83 BAO (Austrian Federal Fiscal Code), § 77 FinStrG (Austrian Law on financial crime) and § 8 RAO (regulations for the lawyers profession) and also represent us in extrajudicial matters. The PoA also includes the right for CS to fully represent any of our subsidiaries, affiliated and successor companies. In case CS should be prevented for any reason, we grant him permission to appoint a substitute of his own choice. We also expressly agree to disclose all relevant banking secrets and agree to the transmission of all relevant data (data protection law) as well as the assignment of other information on us, despite existing confidentiality requirements, in particular medical histories as well as declarations to CS or its substitutes.

We are undividedly bound by this agreement, unless otherwise agreed upon, to pay the legal fees that occur by **individual services („RATG-Einzelleistungen“)** and according to the general fees criteria for Austrian lawyers (AHK), which will be provided upon request, to CS and his substitutes. We also agree to pay a **lump sum of 3% of the overall legal fee for expenses** (in particular for telephone, fax, email, internet, print-outs or the like), respectively plus VAT, whereupon costs for travelling and all funds disbursed such as (i.e. court fees, databases such as title registre, legal archives, etc...) will be charged separately. Unless otherwise agreed upon, **the legal fees will be billed on a monthly basis**. We shall hereby agree that the **liability of CS** as well as possible substitutes authorised by CS **for a single claim, to the extent permitted by law, is limited to a max. of EUR 400.000,- (fourhundredthousand Euro)**. A single claim is to be understood as the sum of damage claims of all rightful claimants coming from one or the same act or the sum of all claims, that can be enforced by the same beneficiary from diverse acts that have a legal and economic context, or the sum of all claims through a sum of acts occurring from a single damage or loss. We hereby agree upon that the exchange of information will be conducted via unencrypted email. For legally binding statements in particular contracts, each party is entitled to request, in individual cases written form or telefax. We acknowledge that e-mail correspondence can entail the risk of unauthorised access, corruption of data or the non-receipt of information. For any resulting damages CS is not to be held liable. These terms shall be governed by Austrian law. Place of performance/jurisdiction is Klagenfurt.

**Location, date:** \_\_\_\_\_

**Name of signatory:** \_\_\_\_\_ **stamp/signature:** \_\_\_\_\_