

General Terms of Solicitor/Client Agreement

1. The engaged Solicitors shall make themselves available to the Client for the purpose of providing legal advice on those legal aspects of the Client's enterprise that have been commissioned. These include both ongoing – most notably – telephone inquiries and conferences as well as advice on specific commercial projects, the drafting or checking of contracts, the conducting of or assistance during negotiations, and litigation. The following special terms of business shall apply to all of the mandates performed by the Solicitors for the Client.
2. Actions relating to the mandate and which are undertaken by one of several Clients or against one of several Clients shall be considered to be actions for or against all Clients. Should contradicting instructions be given by several Clients, the Solicitors shall be entitled to relinquish the mandate.
3. The Client is dutifully bound to cooperate and assist at all times. Most notably this includes making documents available and disclosing the information required to perform the mandate.
4. Claims for payment of costs for proceedings and other Client claims against the opposing party, the court cashier or any other third parties liable to effect payment shall, on account of performance, be assigned to the engaged Solicitor to the amount of the payment claims owing to the same, whereby said Solicitor shall be empowered to inform the payer on behalf of the Client of the assignment. Such a disclosure may only be made in the event that the Client should fall into arrears with the payment of the Solicitor's fees. The Solicitors shall have the right to offset the funds collected on behalf of the Client against any due outstanding fees of their own. The Client shall be entitled to request appropriate advance payments (§ 9 RVG - German Solicitors' Remuneration Act).
5. All fees and disbursements shall be payable upon their accrual. The Client hereby agrees that incoming sums of money shall first be used to cover any fees and disbursements that may be due. The Solicitors are hereby released from the restrictions contained in § 181 BGB (German Civil Code). The Solicitors may request a form of security for due fees and disbursements.
6. In the case of slight negligence, the Solicitors' liability shall be limited to a maximum sum of EUR 1 million per loss or damage occurrence. The Solicitors' legal liability shall remain unaffected with respect to wilful intent and gross negligence as well as personal injury caused on their part.
7. The Solicitors shall solely be obliged to file an appeal and exhaust all remedies in legal disputes upon receipt and acceptance of a corresponding mandate. Should any local restrictions apply with respect to admission as a solicitor or should a hearing take place outside Berlin, local solicitors or barristers may be engaged on behalf of the Client to represent the legal interests of the Client having consideration to the RVG. A decision in this respect shall be reached by the engaged Solicitor after due assessment of the circumstances. The Solicitor shall be entitled to transfer power of attorney to others in whole or in part.
8. Whilst either party may terminate the Solicitor/Client Agreement in writing at any time, the Solicitor, however, shall solely be entitled to do so for good cause. Termination for good cause is most notably permissible in the event of the Client defaulting on payment.
9. The Solicitor shall also be obliged to retain any documents made available by the Client after termination of the mandate and to hand over the same at any time provided that no right of retention should prevail on the grounds of outstanding fees or disbursements. The aforesaid obligation shall cease to apply 60 months following termination of the mandate.
10. To the extent that the Client should request the inclusion of other service providers such as chartered accountants (auditors), tax consultants, notary publics or management consultants, the relevant service provider shall, at all times, bill the Client on the basis of the respective service provider's schedule of fees or own agreement and on the basis of a specific contractual relationship concluded with the Client.
11. The Solicitor is bound to secrecy under law. Said duty relates to all matters and items which become known to them in the course of practicing their profession. The aforesaid does not apply to facts which are generally known or which, on the basis of their significance, are not subject to confidentiality. The naming of a commercial enterprise as a client of reference shall be deemed one of the Solicitor's permitted disclosures to the extent that specific circumstances do not prohibit the same.
12. The court of jurisdiction and place of fulfilment for all mandates shall be Berlin provided that the Client is a businessperson.

Notes:

Legal fees are frequently ascertained on the basis of the value of the subject of the mandate. In civil proceedings, the Client is frequently entitled to payment of the legal fees through the opposing party in the event that the Client should prevail. In labour court proceedings, the prevailing party has no entitlement to payment of the fees through the opposing party following a judgement before the court of first instance (§ 12 a ArbGG - German Labour Court Law).