

Terms of Engagement

of

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Carlé · Korn · Stahl · Strahl

Partnerschaft mbB Rechtsanwälte Steuerberater

[Attorneys DE -- Tax Advisors]

- A. These Terms of Engagement apply to all agreements between the Partnership mbB (hereinafter referred to as the "Partnership") and the respective Client, unless explicitly agreed otherwise in writing or required by law. Mandates are issued to the Partnership as a whole and not to individual partners and / or persons working for the Partnership. If a contractual relationship comes to exist with individual partners on the basis of an express agreement, these Terms of Engagement shall apply to that contractual relationship correspondingly.
- B.I. Creditors with respect to liability of the Partnership for damages arising from professional malpractice may only seek recourse in the assets of the Partnership. To the extent permitted by law, liability of the Partnership for damages claims arising from the client relationship is limited to € 10 million for individual claims caused due to negligence. However, this liability limitation applies to lawyer's activities only in cases of simple negligence. The liability limitation also applies if liability is to be established against a person other than the Client. The total liability of the Partnership vis-à-vis several Clients and / or several claimants is limited to a total of 10 million €.
- B.II. A single damage event is present as well if a single instance of damage results from several breaches of professional duty. Multiple acts or omissions based on the same or similar source of error are considered to be a single breach of professional duty, if the relevant matters are linked to one another in legal or economic respects.
- B.III. Such a single damage claim also comprises all of the consequences of a breach of professional duty regardless of whether damages were incurred in one or more consecutive years or by one or more persons.
- B.IV. The sum insured by the Partnership's liability insurance for economic loss is considerably larger than the required legal minimum.
- B.V. Liability claims for damages from injury to life, body or health are excluded from the liability limitation.
- B.VI. The "Lawyers Mediation Board" (*Schlichtungsstelle der Rechtsanwaltschaft*), Neue Grünstraße 17, 10179 Berlin, www.s-d-r.org, has jurisdiction over financial disputes arising out of the client relationship with consumers. [C]·k·s·s Carlé · Korn · Stahl · Strahl Partnerschaft mbB Rechtsanwälte Steuerberater is in principal willing to participate in dispute resolution proceedings of the Lawyers Mediation Board.
- C. The Partnership hereby expressly brings to the Client's attention that concluding an individual supplementary insurance policy is possible. If the Client considers that the liability

sum indicated in B I. does not adequately cover the risk, the Partnership will conclude an individual property insurance policy upon the Client's request, if the Client agrees to take over the additional costs resulting thereby.

- D. The Client must request written confirmation, if requests for information or explanations are made orally or by telephone. Otherwise, the Client may not rely on information or explanations as binding.
- E. The following applies when the Client is an entrepreneur: A damages claim may only be made against the Partnership within a period of 12 months after the claimant becomes aware of the damage and event giving rise to the claim, however at latest within five years of the occurrence of the event giving rise to the claim. The claim lapses if no claim is raised within six months after receiving the written rejection of the Claimant's request for remedy/cure and the Client has been apprised of this consequence. The right to assert the argument that a claim is time barred (lapsed) remains unaffected hereby.
- F. Multiple Clients being represented by the Partnership in one matter are jointly and severally liable for all the Partnership's claims with respect to that matter. Multiple Clients are likewise joint and several creditors vis-a-vis the Partnership. The Partnership may rely on the information and instructions of any one of the multiple Clients, unless one of them objects in writing, in which case the mandate may be terminated immediately.
- G. The Partnership is entitled to receive money and monetary equivalents for the Client(s) and may satisfy its remuneration and reimbursement claims from these funds.
- H. The Partnership's duty to store and surrender reference files (*Handakten*) expires two years after the mandate is completed. Thereafter, all documents in their possession may be destroyed if the Client was previously requested to retrieve the records yet did not do so within six months after receiving the request.
- I. If the Client is a registered merchant, a public legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special asset under public law (*öffentlich-rechtliches Sondervermögen*) or does not have a general court jurisdiction within Germany, Cologne is agreed as the exclusive court venue for all disputes arising out of or in connection with the client relationship. Only German substantive law applies.
- K. These Terms of Engagement apply to all current and future mandates. They do not exempt any party from observing respectively valid professional rights and obligations.
- L. The Client undertakes to maintain confidentiality with respect to written documents (expert opinions, notes, etc.) provided to it and not to pass such - including synopses/excerpts thereof - to third parties, unless the Partnership has given its prior written consent. The Client shall also impose this obligation on its employees. The Client may make documents provided to it accessible to an expert who is sworn to a professional duty of confidentiality without the prior consent of the Partnership, when that expert is advising the Client in the same matter, provided that the Client has committed this expert to maintain confidentiality with respect to the documents provided to it.

- M. If the Client communicates an e-mail address to the Partnership, the Client agrees that the Partnership may send it mandate-related information by e-mail without restriction. The Client is aware that e-mails may contain viruses, that other Internet users may become aware of the content of the e-mails, and that it cannot be ensured that the e-mails actually originate from the sender specified.
- N. If a provision contained in these Terms of Engagement is or becomes ineffective or should a gap in these provisions be found, this does not affect the effectiveness of the other provisions herein.
- O. A gap in these provisions is deemed filled by the valid regulation which comes closest to what the Client and Partnership would have agreed had they recognized the gap. The same applies if a regulation becomes invalid (for example, due to a change in case law).

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