

GENERAL CONDITIONS FOR MANDATES

(for Lawyers' mandates only)
of the law firm

PÖTTER
Rechtsanwälte · Notar
Berlin und Brüssel

§ 1 Conclusion of Mandate, Inclusion of General Terms and Conditions

(1) These General Conditions For Mandates shall become integral part of all contracts between the law firm of PÖTTER - Rechtsanwälte Notar ("PÖTTER" hereinafter) and its clients (the "Client" hereinafter), which have the scope of legal advice and/or representation, except of those which refer to the notarial office of a partner of PÖTTER (contracts to which these General Conditions For Mandates apply hereinafter referred to as: "Mandates"). This applies as well in the case that a Mandate has been given specifically to one or more lawyers of PÖTTER. The inclusion of other general terms and conditions, especially of those of the Client, is being rejected hereby.

(2) All Mandates are being concluded between the Client and PÖTTER, unless explicitly stated otherwise. Generally, the Mandate is being concluded by the Client signing a Power of Attorney.

(3) PÖTTER, however, reserves the right to reject a Mandate even after receipt of the signed Power of Attorney; this provision also applies in the case that specifically one or more of the lawyers of PÖTTER have been ordered to handle the Mandate. The Client is to be given notice of the rejection within reasonable time, usually within one week.

§ 2 Fees, Retainer, Balancing of Client's Money, Withholding of Client's Documents, Assignment of Claims For Reimbursement of Cost, Limitation to Declare A Balance

(1) **Fees:** PÖTTER calculates its fees and expenses in accordance with the German Regulation on Professional Fees of Lawyers (Rechtsanwaltsvergütungsgesetz – RVG) based on the value of the matter. In matters regarding mere advice as well as in matters regarding mediation and in matters regarding a written legal expertise, PÖTTER calculates its fees in accordance with its applicable price list. For a different mode of calculation of PÖTTER's fees and expenses an express agreement is required within the legal boundaries (§ 4 RVG) for such agreements; such agreement must be in writing.

(2) **Retainer:** PÖTTER is entitled to also repeatedly request appropriate retainers, not only upon conclusion of the Mandate, but also at later times, in order to cover the prospective fees and expenses. Any action on the part of PÖTTER with respect to the Mandate can be withheld until receipt of the requested retainer.

(3) **Billing:** Billing will take place in the name of PÖTTER also in the event that the Mandate has been concluded specifically with one or more of the lawyers of PÖTTER.

(4) **Balancing of Client's Money:** PÖTTER is entitled to balance Client's monies held with own due claims for fees or expenses (including claims for retainers) also in the case that the Client's money originates from another Mandate of the Client or has been paid to PÖTTER's account erroneously. The aforesaid is not applicable, if the Client has given the money to PÖTTER with a specific purpose.

(5) **Withholding of Client's Documents:** PÖTTER may withhold documents of the Client until full payment of all its due claims for fees and expenses against

the Client even if such claims arise from Mandates of the Client which have nothing to do with the Mandate in the course of which POTTER received the documents. This provision is not applicable in as far as such withholding must clearly appear as against bona fide.

(6) **Assignment of Client's Claims:** By virtue of the conclusion of the Mandate the Client assigns all his eventual claims for reimbursement of cost against the adverse party on PÖTTER with effect to the date such claims will arise. The assignment serves the purpose of a securisation of all of PÖTTER's claims for fees and expenses against the Client from all present and future Mandates of the Client, and PÖTTER is entitled to disclose the assignment to the adverse party at any time after the Client is in delay with his payments over a more than immaterial period of time.

(7) **Limitation of Balancing:** The Client is not permitted to declare a balance with own claims against PÖTTER's claims for fees and expenses, unless the Client's claim has been accepted by PÖTTER in writing or has been confirmed by a judicial statement.

§ 3 Information by the Client

Generally, the Client is requested to correspond with PÖTTER in writing. Only copies of documents should be submitted to PÖTTER, unless the Client has been expressly asked - in writing or otherwise - for the original documents. The Client is requested to carefully read any correspondence submitted to him by PÖTTER and to promptly give any remarks and comments in writing to PÖTTER or the lawyer handling his case. Please note that information rendered by phone to administrative employees of PÖTTER cannot always be passed on in time to the lawyer handling the matter.

§ 4 Confidentiality

The lawyers of PÖTTER are bound by a duty of confidentiality with respect to all information they get knowledge of in the course of handling a Mandate, except such facts which are self-evident or, by their nature, do not require confidentiality. By concluding the Mandate, the Client agrees that PÖTTER may disclose such information, which is subject to aforesaid confidentiality, to third parties in as far as this becomes necessary in the regular course of the proper handling of the Mandate; this includes the permission to disclose such information to administrative employees of PÖTTER and to free-lance assistants, which in turn have been bound by a similar duty of confidentiality by PÖTTER.

§ 5 Limitations of Liability, Applicable Terms of Limitations

(1) Limitations of Liability

a) Any information or advice given in a first consultation or by phone is generally without binding effect if not confirmed in writing.

b) The liability of PÖTTER and of its lawyers, or the individually mandated lawyer, for damages because of a breach of contractual, pre-contractual and/or of legal primary or secondary duties arising out of a Mandate as well as any non-contractual fault-based liability is limited to EUR 1,000,000.00 for each case of damage, if PÖTTER maintains respective insurance coverage as is provided for the effectiveness of such limitation in § 51a BRAO (Bundesrechtsanwaltsordnung - German Statute on The Legal Profession). In accordance with § 51a BRAO this limitation does not apply to gross negligent or wilful breach of duties, furthermore it does not apply to claims for damages out of at least negligently caused injury of the life, the body or the health of a person.

c) The aforementioned limitation of liability applies to Mandates concluded by Clients in their entrepreneurial capacity, i.e. in the course of their commercial or self-employed activities, or who are entities of public law, with the effect that also the liability of PÖTTER and of its lawyers for gross negligence of simple vicarious agents is limited to EUR 1,000,000.00, except claims for damages out of at least negligently caused injury of the life, the body or the health of a person.

d) PÖTTER is ready to buy additional insurance cover in a single-item policy

upon the Client's written request which must contain also the Client's obligation to pay the additional premium in advance, and to lift the limitations of liability in as far as such additional insurance coverage can be obtained. It should be noted, however, that currently in Germany such additional coverage usually can be obtained only up to EUR 5,000,000.00, at least within reasonable time, and that PÖTTER can not be held responsible if it can not obtain respective additional coverage on short notice.

(2) Terms of Limitation

a) All claims for compensation and/or damages of the Client against PÖTTER and/or against its partners and/or its acting lawyer or other legal advisor because of a negligent breach of duties with respect to the Mandate are subject to the statute of limitation with a term of three years. The term is to be calculated from the date such claim has arisen, at the latest, however, from the date the Mandate has ended. If the possible damage of the Client was visible to PÖTTER without gross negligence prior to the end of the Mandate, PÖTTER is obliged to instruct the Client specifically about aforesaid terms in this regard before their end. If PÖTTER breaches this obligation, the term is extended by a three years term calculated from the date such instruction should have taken place. The terms of limitation as are provided for in the applicable statutes, shall not be extended by these provisions.

b) Negotiations over the Client's claim inhibit the course of the term only, if the allegedly breached duty of PÖTTER and its breach are out of dispute or have been acknowledged by PÖTTER in writing.

§ 6 Limitations of Assignment

(1) The Client's rights out of the Mandate can not be transferred without PÖTTER's prior written consent.

(2) PÖTTER's claims for fees and expenses can only be transferred on other German lawyers; to other third parties they can be transferred only if these claims have been confirmed in a judicial statement, if a first attempt to execute the claim has failed and if the Client has expressly given the consent to the transfer.

§ 7 Form of Writing

All amendments to or changes of these General Terms and Conditions For Mandates, including mere deviations from their provisions in the course of the handling of the Mandate, require a written agreement in order to be legally effective, this applies also to a change of this provision.

§ 8 Place of Performance, Place of Venue, Law Applicable

(1) Place of Performance and Place of Venue for all disputes arising out of or in conjunction with the Mandate, including cheques or Bills of Exchange which have been given to PÖTTER, is the location of the office of PÖTTER where the Mandate has been concluded.

(2) All Mandates are exclusively subject to German Law.