

General terms of mandate conditions (status 09/2020)

of the Law Firm Feinen, Mr. Michael Feinen, Lawyer, Weißenburgstr. 74, 50670 Cologne

Orders are processed exclusively in accordance with the following General Terms and Conditions of Mandate:

1. subject matter of the lawyer's activity

The legal advice and representation of the lawyers is exclusively based on the law of the Federal Republic of Germany. The subject of the mandate contract is not tax advice. The client must have tax issues and effects examined by competent third parties (tax consultants, auditors, etc.) at his own responsibility. If another legal system is applicable, the client must have the legal questions examined by competent third parties at his own responsibility.

The lawyers shall be entitled to call in employees, other lawyers and other competent third parties to handle the mandate. If additional costs are incurred, the lawyers undertake to obtain the Client's prior consent.

2. remuneration

a. The remuneration to be paid for legal services is based on the German Lawyers' Fees Act (RVG) or the remuneration agreement, which is part of the mandate contract. If no remuneration agreement is concluded, the remuneration shall be based on the German Lawyers' Fees Act (RVG), so that the fees to be charged in civil and administrative law matters shall be based on the value of the subject matter or the value in dispute of the matter and the statutory provisions.

b. Regulations in debt collection:

The Client is aware that according to the statutory regulations, the statutory fees are generally to be borne by the Client. As contractors, the lawyers - as with all service contracts - have a claim for remuneration against the client.

With their service, the lawyers offer to defer the claim for remuneration until payment is received from the debtor. Nor do the lawyers assert any claim for advance payments already at the commencement of the mandate (as is usual for lawyers in Germany). This only applies to out-of-court proceedings. For legal proceedings, a remuneration agreement or the German Lawyers' Remuneration Act (RVG) is the basis.

Upon receipt of a payment, be it a full payment of the claim asserted or a partial payment or instalment, the lawyers are entitled to deduct the statutory fee claim from the amount received.

Since the debtor must settle these costs as so-called damages if the statutory conditions for default are met, the client's asserted claim will only be settled with the last partial payment or instalment. The client will receive an invoice upon request or upon full payment or upon termination of the mandate.

Should a full payment not be made due to insolvency or other reasons of non-traceability of the claim (e.g. debtor can no longer be located) or upon termination of the mandate, the client will therefore not be reimbursed for these costs, as they correspond to the lawyers' legal claim to remuneration. An invoice will be issued. The risk of a subsequent insolvency of the debtor is in no case borne by the lawyers.

If, after engaging the lawyers, only the principal claim is paid directly to the client by the debtor without the corresponding costs (remuneration), the lawyers reserve the right to charge the client the statutory claim for remuneration, 10% of the paid amount in minimum - or, if a remuneration agreement exists, the corresponding fee - unless the client instructs the lawyers to pursue the claim for remuneration and, if applicable, further costs and interest against the debtor, including in court proceedings. The same shall apply if the Client, after instructing the lawyers - without consulting them - enters into agreements with the debtors and does not take the costs and interest incurred into account.

In debt collection matters, the lawyers reserve the right to charge statutory fees in accordance with the German Lawyers' Fees Act (RVG) if the matter is not a collection matter, i.e. if it turns out that the claim has been or will be disputed in terms of its merits or amount, if the Client does not comply with his obligation to provide complete contact details of the debtors or does not submit the necessary documents such as orders, purchase orders, order confirmations, contracts, invoices, delivery documents or if it turns out that, according to the result of information obtained, the debtor is insolvent, is registered as a debtor in the debtors' register or has been declared bankrupt.

c. Information on the debtor's insolvency proceedings

The client has been informed that in the event of payments by the debtor and in the event of the subsequent occurrence of insolvency by the debtor, payments made by the insolvency administrator may be reclaimed. Due to the corresponding legal basis for claims, this reclaim by insolvency administrators can be made even several years after payment. Details of this legal situation can be obtained from lawyers at any time.

d. In the case of several files against different debtors, no offsetting of current files takes place. Transfers to the client and the payment of invoices by the client shall be made on a case-by-case basis.

3. obligations of the lawyers

a. Legal examination and representation

The lawyers will carefully examine the client's case, inform the client of the result of the examination and legally represent the client's interests vis-à-vis third parties to the extent instructed.

b. Confidentiality

The lawyers are entitled and obliged to maintain secrecy. Confidentiality relates to everything that has come to the attention of the lawyers in the exercise of their profession and continues to exist after the termination of the mandate. The obligation of secrecy shall not apply if the professional code of conduct or other legal provisions permit exceptions or if the enforcement or defence of claims arising from the mandate relationship or the defence of the lawyers in their own cause require disclosure. The lawyers have expressly obliged their employees and all other persons involved in their professional activities to maintain secrecy.

c. Custody of funds / transfers

Third-party funds and other assets, in particular securities and other documents of monetary value, are forwarded to the beneficiary without delay. In collection matters, forwarding takes place after complete collection of the claim. As long as this is not possible, third-party funds must be managed in escrow accounts.

The lawyers transfer the money to the account named by the client. The lawyers shall be entitled to choose the account connection resulting from the documents sent, in particular invoices to the other party. The Client shall immediately inform the lawyer of any change of account.

d. Data protection

The lawyers shall take all reasonable and proportionate precautions against loss and access to the client's data by unauthorised third parties and shall continuously adapt them to the current state of the art. In all other respects, reference is made to the data protection declaration provided.

e. Instructions and information

When handling the mandate, the lawyers are subject to the instructions of the client, provided that compliance with these instructions does not violate legal regulations or professional obligations of the lawyers. The lawyers shall inform the Client without delay of all events and measures essential to the progress of the case. Enquiries of the Client shall be answered without delay.

4. obligations of the client

Successful processing of a mandate is only guaranteed if the following obligations are observed:

4.1 Comprehensive information

The Client shall immediately inform the lawyers fully and truthfully of all facts related to the assignment and shall provide them with all documents and data related to the assignment in an orderly manner.

4.2 Restraint / Vote / Power of Attorney

For the duration of the mandate, the client will only contact courts, authorities, the opposing party or other parties in consultation with the lawyers.

During the term of the mandate, the Client shall notify the lawyers of incoming correspondence from debtors or corresponding contacts by telephone or social media and shall refer the debtors to the lawyers in each case. The client shall bear any possible disadvantages arising from non-compliance with this requirement.

Upon request of the lawyers, the Client shall sign a corresponding power of attorney valid to the extent required by law and shall send the original power of attorney to the lawyers by post and in advance by e-mail.

4.3 Precautions in case of absence and change of address

The Client shall inform the lawyers in good time if he changes his address, telephone and fax number, e-mail address and, in particular, his bank account details or if he cannot be reached or can only be reached to a limited extent due to holidays or other reasons.

4.4 Careful examination of lawyer's letters/written submissions

The client will carefully examine the letters and pleadings sent to him by the lawyers to ensure that the facts contained therein are true and complete. If there is any need for amendments or additions to be made, he shall inform the lawyers without delay.

5. correspondence / exchange of information by fax and e-mail

If the Client notifies the lawyers of a fax connection, the Client agrees, until revoked or unless expressly instructed otherwise, that the lawyers may send him client-related information via this fax connection without restrictions. Client assures that only he or persons authorised by him have access to the fax machine and that he regularly checks incoming faxes. Client shall be obliged to inform lawyers if restrictions exist, e.g. if the fax machine is only checked for incoming faxes irregularly or if faxes are only desired after prior notice.

6 Correspondence / exchange of information by e-mail / via Internet ("OMA") / via web file / via encrypted e-mail and limitation of liability

To the extent that the Client provides the lawyers with an e-mail address or begins and maintains correspondence by e-mail, the Client revocably consents at any time to the lawyers sending him client-related information by e-mail or in any other way electronically via the Internet without restrictions.

The Client assures that only he or persons authorised by him have access to this e-mail address and that he regularly checks his e-mail box. The Client shall be obliged to inform the lawyers if there are any restrictions, for example, if the e-mail address is only checked irregularly for the receipt of e-mails or if e-mails are only desired after prior notification.

Furthermore, the lawyers shall be entitled to correspond with other parties to the proceedings (opponents, lawyers, experts, authorities, etc.) by e-mail or in any other way electronically via the Internet, unless the Client expressly prohibits this. Otherwise, section 5 shall apply accordingly.

The Client is aware that in the case of unencrypted communication via the Internet (e.g. by e-mail) no confidentiality can be guaranteed and that the paths taken by an electronic letter via the Internet, for example, can neither be traced nor secured, so that the data may become known through access by third parties, data loss, virus transmission, transmission errors, transmission failures, etc. Electronic data transmission via the Internet and e-mail can therefore be viewed - albeit unlawfully - by other persons and may be misused.

The Client shall himself ensure that the content is protected against access and inspection by third parties and that electronic mail and data transmission is protected against viruses and is checked. Should the client no longer agree to the transfer of personal data and information by electronic means during the client relationship, he shall immediately notify the lawyers in writing. Against this background, he shall release the lawyers from their duty of confidentiality in this respect.

This being said, it is agreed between the parties that the liability of
Having said this, it is agreed between the parties that the liability of the lawyers is excluded in the event of accidental transmission of computer viruses, inspection by unauthorised third parties and disclosure of personal data from electronic mail correspondence with the client.
Furthermore, it is agreed that the liability for any damage caused by simple negligence in this respect is excluded from the contractual relationship with the Client.

If the Client has the technical prerequisites for the use of signature procedures and/or encryption procedures and wishes to use them, he shall inform the lawyers of this.

It is also possible to communicate with the lawyers via secure, German servers by means of web files or "Online Mandate Recording ("OMA", RA-Micro)". Both for reasons of data protection and to ensure the confidentiality of correspondence between lawyer and client, it is recommended to use signature or encryption procedures or to use the web file.

7. data exchange / data formats

At the client's request, a cloud-based platform can be accessed - especially for the exchange of larger amounts of data - which is provided by the lawyers and meets all data protection and professional law requirements. Due to the increased risk of virus transmission in Microsoft Word - attachments when sending information electronically (e.g. by e-mail), documents should be sent as attachments to e-mails (attachments) exclusively in the so-called Rich Text Format (file abbreviation: .rtf) or as (Portable Document Format) so-called pdf-document. The Mandate is aware that against this background, other file formats, in particular Microsoft Word documents (file abbreviation: .doc or .docx) and zip files do not have to be opened, printed or checked for their content by the lawyers. They are deemed not to

have been received by the law firm.

8. contact person

If the client expressly designates a contact person to the lawyer, he agrees, until revoked, that correspondence and information relating to the mandate shall be conducted exclusively via the designated person. The client shall ensure that the information is forwarded to him if necessary. Unless otherwise agreed, the contact person is authorised to give instructions to the lawyers on behalf of the client. The attorneys are released from their attorney-client privilege vis-à-vis the designated contact person.

9. storage of files and destruction

The client is informed that the lawyer's files, with the exception of the cost file and any titles, will be destroyed at the latest six years after the end of the mandate (§ 50 (2) sentence 1 BRAO), unless the client collects these files from the lawyer's office beforehand. In all other respects, Section 50 (2) sentence 2 BRAO shall apply. § Section 50 BRAO provides for the following: This obligation to retain documents shall not apply if the lawyer has requested the client to take receipt of the documents and the client has not complied with this request within six months of receipt. Sentences 1 to 3 do not apply to correspondence between the lawyer and his client or to documents which the client has already received in original or copy. The Rechtsanwalt may refuse to hand over the documents pursuant to subsection 2, first sentence, to his client until he has been satisfied with the fees and expenses owed to him by the client. This shall not apply if such withholding would be unreasonable under the circumstances.

10. electronic record keeping

The legal files are kept in particular in electronic form. In order to facilitate work processes, all incoming mail and all documents provided to the lawyer by the client or third parties are scanned. Correspondence with courts is - as far as possible - conducted exclusively electronically via the IT systems provided by the courts for this purpose and appropriately secured (EGVP, BeA, DE-Mail).

11. liability limitation agreement

The client acknowledges and the attorneys assure that the attorneys have taken out professional liability insurance with an insurance sum of at least 1 million EURO.

Having said this, it is agreed between the parties to the contract that in the event of damage caused by them as a result of simple negligence, the lawyers shall be liable only up to a maximum amount of 1 million EURO.

09/2020, Law Firm Feinen, Cologne