General Terms of Mandate

MGM Rechtsanwälte
Müller Goll-Müller
Partnerschaftsgesellschaft

1. ***Scope of application***
   Unless otherwise expressly agreed in writing or in text form, the following "General Terms and Conditions of Mandate" shall apply to all business relations with the clients. Unless otherwise agreed in writing or text form, they shall also apply to future assignments / mandates.

2. ***Content and execution of the assignment / mandate***
   2.1 The assignment or mandate relationship shall begin with the acceptance of the assignment / mandate and end with the termination of the same in accordance with Section 9. We reserve the right to refuse orders or inquiries, in particular in cases of a conflict of interests.
   2.2 We do not owe any particular (economic) success. The subject of the assignment / mandate is in each case the agreed service. The assignments / mandates are carried out by us according to the principles of proper professional practice and to the best of our knowledge. In order to carry out the assignment / mandate, we are entitled to grant sub-authorizations and, if necessary, to make use of expert persons to carry out the assignment / mandate.
   2.3 In the event that we are commissioned to draw up contracts, general terms and conditions of business, etc., the object of the order is only the preparation of the respective document. We are only obliged to maintain and adapt to new legal or factual conditions on an ongoing basis if this has been expressly agreed with the client (for better readability, the term "the client", which is to be understood irrespective of gender, is used in the following).

3. ***Duties of cooperation***
   3.1 The client is obliged to hand over to us, without being asked, all documents and declarations necessary and required in connection with and for the execution of the assignment / mandate in full and in good time.
   3.2 If the client fails to cooperate as required of him, he cannot derive any claims against us from this failure if his failure has led to a deterioration of his legal position, in particular if he suffers legal disadvantages of any kind as a result (e.g. failure to present facts relevant to the decision, delay, loss of an appeal or remedy, etc.).
   3.3 If the client defaults on accepting, in whole or in part, a service offered by us, we shall be entitled to terminate the assignment/client relationship on an extraordinary basis after having set a reasonable grace period. This shall not affect our claim to compensation for the additional expenses incurred by us as a result of this conduct or the failure to cooperate in accordance with Section 3.2, nor for the damage caused. This shall also apply if we do not exercise our right of termination.
   3.4 The client is not entitled to pass on our work results, in particular contracts, draft contracts, sample contracts, expert opinions etc. to unauthorized third parties without our written consent.
   3.5 Silence of the client:
   In the event that the client remains silent in response to questions, recommendations, advice, etc. received from us, e.g. in the context of a legal action (filing of an appeal, withdrawal of a lawsuit, withdrawal of an appeal, etc.) or the conclusion or revocation of a settlement, his silence on this within the period of time set by us or by the court shall be expressly deemed to constitute consent to our proposal. This does not apply if we have not informed the client about the meaning of silence.

4. ***Obligation of secrecy***
   4.1 By law, we and our employees are obliged to maintain secrecy about all facts that come to our knowledge in the course of executing the assignment / mandate. This shall not apply if the client releases us from this obligation. The obligation of secrecy continues after the termination of the assignment / mandate relationship.
   4.2 There shall be no obligation to maintain secrecy in cases of obvious or publicly known facts. Neither shall it apply if disclosure is necessary to protect our legitimate interests. We shall also be released from the obligation of secrecy if we are obliged to provide appropriate information and cooperation under the terms of our pecuniary liability insurance.
   4.3 We are permitted to hand over reports, expert opinions and other written statements on the results of our activities to third parties only with the client's consent. However, we are permitted to use reports, expert opinions, judgements and other written statements in connection with the assignment / mandate in anonymized form for publications in any medium (magazine, website, client circulars, etc.).

5. ***Liability / professional liability insurance***
   5.1 We always strive to provide our services with the utmost care. However, it can never be completely ruled out that claims for damages may arise from a consulting error caused by our negligence. In this case we are insured by law. The coverage of our financial loss liability insurance (ERGO Versicherung AG, Victoriaplatz 1, 40477 Düsseldorf, Germany) is up to a maximum of EUR 1,500,000.00 per professional and damage event and up to a maximum annual payment of EUR 3,000,000.00 for all damages of a profes-

sional during a calendar year. The liability of the appointed attorney(s) is limited to the maximum amount of EUR 1.500.000,00 for these cases of normal negligence. In case of a higher liability risk, the coverage of the pecuniary liability insurance can be extended accordingly. In this case, the client is obliged to reimburse us for the resulting increased insurance amount. If the client does not instruct us to increase the amount of cover accordingly, we are not obliged to do so. In the event of an increase in the sum insured, we shall be entitled to commence the assignment / mandate relationship only after the client has paid us the corresponding amount of the increase and the insurance policy has been presented to us accordingly. Delays caused by this shall not be at our expense.

5.2 For contractually agreed activities which are not of a legal advisory nature, we shall only assume liability in the event of intent, gross negligence or in the event of simple negligence in the event of breach of cardinal obligations, i.e. obligations whose fulfilment is essential for the proper execution of the assignment / mandate and on whose compliance the client may regularly rely.

5.3 Verbal and telephone information and statements outside of existing assignment / mandate relationships or before the beginning of the mandate are only binding if confirmed in writing.

6. Communication by fax and e-mail

Unless expressly stated otherwise in writing, the client agrees that correspondence with us may be sent by fax or e-mail, even if he is aware that unauthorized third parties may gain knowledge of the content of the correspondence.

The client agrees that the e-mail traffic is basically unencrypted, unless he expressly objects to this.

7. Data protection

We refer to the documents on our information obligations regarding data protection_General data protection declaration when mandated (see also: www.mgm-rechtsanwaelte.de/datenschutz). These declarations are available separately and are also part of the contract.

8. Remuneration

8.1 The remuneration shall generally be determined by the content of a separate remuneration agreement to be concluded. If no such remuneration agreement is concluded, a settlement shall be made in accordance with the provisions of the German Lawyers' Fees Act (RVG).

8.2 We shall be entitled to offset incoming reimbursement amounts and other incoming payments due to the client against outstanding remuneration claims or services still to be invoiced. Offsetting against our claims is only permitted with undisputed or legally binding claims.

9. Termination of the assignment / mandate

9.1 The assignment / mandate relationship shall end upon fulfilment of the agreed services, termination or expiry of the agreed term of the assignment / mandate.

9.2 Either party may terminate the assignment / mandate relationship at any time under the conditions set out in § 627 BGB. However, the client is advised that in the event of termination pursuant to § 627 BGB, the obligation to reimburse the law firm for the part of the remuneration corresponding to its previous services remains in force.

9.3 If the contract is terminated by us, we shall, in order to avoid any loss of rights on the part of the client, still take the necessary reasonable actions which cannot be postponed (e.g. request for an extension of the deadline in case of imminent expiry of the deadline due to a change of attorney).

9.4 We shall be obliged in principle to return to the client everything that has been handed over to us for the execution of the assignment / mandate and that we have obtained from this business arrangement. This also includes the publication of all messages necessary for the client in connection with the assignment / mandate. We are, however, entitled to offset claims of the client for payment of third-party money against our own fee claims against the client accordingly and to exercise a right of retention to an appropriate extent against the aforementioned claims for restitution of the client due to arrears in fees or reimbursement of expenses.

9.5 After termination of the assignment/client relationship or after expiry of the retention period, the client's documents must be collected from us.

10. Retention period for files

The client expressly agrees that our obligation to keep files and to hand them over to the client expires 36 months after the end of the contract/client relationship.

11. Statute of limitation / preclusion period

11.1 Claims for damages by the client against us shall become statute-barred 3 years after the time at which the claim arose, provided that the client's claim for damages is not statute-barred by law within a shorter period of limitation. If the contract / mandate relationship is not terminated earlier, the contract / mandate shall be deemed terminated at the latest with the sending of the last fee invoice.

11.2 Limitation period:

Irrespective of the statute of limitations, claims for damages can only be asserted against us within a preclusive period of 12 months. The preclusive period begins when the client has become aware of the damage and of the event giving rise to the claim, but at the latest within 5 years after the event giving rise to the claim, subject to any limitation period that may have already occurred in the meantime. This shall not apply in case of intentional or grossly negligent acts of the consulting lawyers of "MGM" or their

legal representatives or vicarious agents and for claims for damages based on injury to life, body, health or freedom.

The claim for damages shall also expire if the client has not filed a lawsuit within a period of 6 months from the written rejection of the compensation by us and we have expressly pointed out this consequence to the client.

The above-mentioned regulations on the preclusive period also apply to legally prescribed examinations with statutory limitation of liability. They do not apply if the client is a consumer within the meaning of § 13 BGB.

12. General provisions

12.1 Place of performance and jurisdiction

To the extent permitted by law, place of performance and jurisdiction for all mutual claims arising from this legal relationship is Munich.

12.2 German law applies exclusively.

12.3 Oral collateral agreements must be in writing to be effective. The same shall apply to the waiver of the written form requirement.

12.4 Severability final clause:

Should any provision of these Terms and Conditions of Mandate be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. § 306 para. 2 BGB shall apply.