

Fee agreement

between

.....
- hereinafter referred to as "**Client**" -

and

Fiedler + Partner mbB

Hauptmannsreute 64, 70193 Stuttgart

- hereinafter referred to as "**Fiedler + Partner**" -

§ 1 Subject of the mandate, activity of Fiedler + Partner

- 1.1 The client commissions Fiedler + Partner with the following legal services:

.....
.....(Specify the content and scope of the mandate as precisely as possible in order to precisely delimit "the matter" according to § 15 RVG and thus also the scope of liability. With each new mandate - at least for consumers - a new remuneration agreement should be concluded, i.e. no framework remuneration agreement "for everything that comes along" should be agreed).

- 1.2 Fiedler + Partner's remuneration is based on the following provisions.

§ 2 Remuneration

- 2.1 The Parties agree on a remuneration for the work of Schwenke Schütz pursuant to the Mandate Agreement and in other matters with which Fiedler + Partner is commissioned by the Client in accordance with the following provision:

- 2.1.1 The remuneration is calculated according to the time spent by Fiedler + Partner. The following hourly rate has been agreed for each lawyer working on the case :

..... **EUR**

The amount does not include the statutory value-added tax.

Insofar as judicial activity is performed, the Client shall owe at least the statutory fees in accordance with the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz - RVG), see Section 4 (1) sentence 1 RVG. If an extrajudicial activity is performed, the client shall also owe at least the statutory remuneration if the client has a claim for reimbursement against a party to the proceedings.

- 2.1.2 Billing is done in five-minute intervals or alternatively minute- exact.

- 2.1.3 In addition to the remuneration, Fiedler + Partner shall be entitled to reimbursement of the expenses required or agreed in the context of the performance of the agreed activity, such as airfare, hotel, travel expenses or rental car costs. Travel costs shall be charged at a rate of € 0.80 per kilometer driven. Hotel and rental car costs will be charged in the amount of the actual costs incurred, whereby a three-star hotel is considered to be the lowest category and a C-Class or BMW 3-series is considered to be the agreed rental car category. For flights within the member states of the European Union, economy class shall be deemed to have been agreed. In the case of journeys with Deutsche Bahn AG, 2nd class shall be deemed appropriate for journeys of less than 400 km, and 1st class for all journeys beyond this.
- 2.1.4 Any expenses (e.g. court costs, official costs, copying costs, postal and telephone costs) are not covered by the agreed remuneration and will be invoiced additionally.
- 2.1.5 Travel time, travel time, etc. shall be charged at a reduced hourly rate of 50% of the hourly rate determined in accordance with Section 2.1.1 in each case.
- 2.1.6 Fiedler + Partner shall be reimbursed for the costs of the engagement of foreign and domestic correspondence attorneys, tax advisors or other third parties whose engagement appears reasonable for the fulfillment of the order. The commissioning of such third parties requires the prior consent of the client.
- 2.1.7 Fiedler + Partner shall be entitled to charge reasonable advance payments.
- 2.1.8 If possible and not otherwise agreed, Fiedler + Partner will invoice the consulting services on a monthly basis, namely at the end of the month. The respective invoiced remuneration and expenses shall become due upon preparation of the invoice.
- 2.1.9 Insofar as costs and expenses are not regulated above, the provisions of No. 7000 et seq. of the schedule of fees (VV RVG) shall apply.
- 2.2 Offsetting and the exercise of a right of retention against claims of Schwenke Schütz arising from this remuneration agreement are excluded, unless offsetting or the right of retention relate to an undisputed or legally binding claim.

The client is informed that this remuneration agreement deviates from the statutory remuneration regulations of the German Lawyers' Fees Act (RVG). These fees are based on the value of the matter at hand, which is generally determined by the economic interest of the client. The remuneration agreed here may exceed the statutory fees.

- 2.1 In this respect, the client is advised that the opposing party, a party to the proceedings or the state treasury, in the event of reimbursement of costs, will regularly not have to reimburse more than the statutory fee.
- 2.2 Should individual provisions of this agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provisions, an appropriate provision shall apply which - as far as legally possible - comes as close as possible to what the parties intended. The same shall apply in the event of an unintended loophole.
- 2.3 Amendments and supplements to this agreement must be made in text form. This shall also apply to any amendment of this text form requirement itself.

- 2.4 It is agreed that Stuttgart shall be the exclusive place of jurisdiction if the Client is an entrepreneur (the Client's own terms and conditions of business to the contrary shall be waived in this respect) or if the Client moves its place of residence or habitual abode outside the territory of the Federal Republic of Germany after issuing its mandate or if its place of residence or habitual abode is unknown at the time the action is filed.

Pursuant to Section 3a (1) sentence 1 RVG, the text form is sufficient for the conclusion of this remuneration agreement. The agreement is concluded by the Client's acceptance of the remuneration agreement offered by Fiedler + Partner. The Client is requested to sign this remuneration agreement and to return it to Fiedler + Partner at least by e-mail scan to

.....

_____, the _____

Client