

Liability agreement

between

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

and

Fiedler + Partner mbB

Hauptmannsreute 164, 70193 Stuttgart

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

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

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

.....
..... (Attention: According to § 52 para. 1 p. 1 no. 1 BRAO a limitation of liability is only permissible for the individual case (a single mandate). A blanket liability agreement for all mandates now and in the future does not work! It is therefore advisable to outline the mandate as precisely as possible and to draw up a new liability agreement for each new mandate accepted (even from the same client)).

- 1.2 Liability for the aforementioned assignment shall be governed by the following provisions.

§ 2 Liability provisions

- 2.1 The liability of Fiedler + Partner for negligently caused damage arising from the mandate agreement between Fiedler + Partner and the Client referred to above shall be limited to 500 .000 EUR (in words: five hundred thousand EUR) .
- 2.2 Claims of the Client for damages arising from the contractual relationship existing between the Client and Fiedler + Partner shall become statute-barred after three years. The limitation period begins at the end of the calendar year in which the claim arose and the client became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware of such circumstances without gross negligence. Irrespective of such knowledge on the part of the client, however, the limitation period shall expire no later than six years after termination of the mandate. This shall not apply in the case of intentional or grossly negligent actions on the part of the attorneys or their legal representatives or vicarious agents and for claims for damages based on injury to life, body, health or freedom.
- 2.3 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.

- 2.4 Verbal collateral agreements do not exist. Should individual provisions of this agreement be invalid or unenforceable in whole or in part, this shall not affect the validity of this agreement as a whole. The parties undertake to agree on a provision in place of the invalid/impracticable provision which comes as close as possible to what is legally and economically intended in a legally permissible manner. The same shall apply in the event of a gap requiring supplementation.

The liability agreement is subject to the **written form requirement**. The Client is requested to print out the liability agreement in duplicate, to sign it in duplicate by hand and to send both signed copies of the liability agreement in the original to Fiedler + Partner, Hauptmannsreute 164, 70193 Stuttgart. Fiedler + Partner shall countersign both copies and provide one copy to the Client. Fiedler + Partner draws the Client's attention to the fact that Fiedler + Partner will not begin processing the mandate until the original copy of the liability agreement signed by the Client has been received and countersigned by Fiedler + Partner .

_____, _____

Client

Stuttgart, _____

Fiedler + Partner