

## Mandate agreement

between

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

and

**Fiedler + Partner mbH,**  
Hauptmannsreute 164, 70193 Stuttgart

- herein all together and individually hereinafter referred to as "**Fiedler + Partner**" -.

### Preliminary note

The following Terms and Conditions of Engagement shall apply to all contracts with Fiedler + Partner, the subject of which is the provision of legal advice and information, a legal business service (e.g. out-of-court representation of the Client, drafting of contracts, etc.) or the representation of the Client in legal or official proceedings (hereinafter referred to as "**Mandate**" or "**Consulting Service**"); these Terms and Conditions shall also apply to the initiation of the contract as well as to subsequent contracts with the Client.

### § 1 Formation and subject of the mandate

- 1.1 Fiedler + Partner shall act for the Client as of ..... in those matters with which the Client specifically commissions Fiedler + Partner.
- 1.2 The Client shall commission Fiedler + Partner with specific legal services as required, whereby the commissioning may also take place verbally. The mandate shall come into existence upon Fiedler + Partner's acceptance of the Client's corresponding assignment. The commencement of the processing of the specific legal service commissioned by the Client by Fiedler + Partner shall be deemed equivalent to an express acceptance.
- 1.3 The scope of the mandate results from the mandate agreement limited by the mandate application of the client. Unless expressly agreed otherwise by written agreement
  - 1.3.1 the consulting service refers exclusively to the law of the Federal Republic of Germany.
  - 1.3.2 the consulting service does not include tax law advice. The client shall have tax implications clarified by competent third parties, e.g. tax lawyers, tax advisors or auditors, at its own initiative and expense and shall inform the lawyers in good time of any tax law requirements or have them informed by the client's tax advisors.

- 1.3.3 the consulting service is provided exclusively to the client, the attorneys do not assume any liability or responsibility towards third parties, unless these are expressly included in the scope of protection of the mandate by written agreement.
- 1.3.4 Fiedler + Partner shall only be obligated to file appeals (e.g. appeal against a first-instance judgment) and legal remedies if this has been expressly agreed upon as part of the mandate, at least in text form.

## **§ 2 Remuneration**

- 2.1 The mandate shall be invoiced in accordance with the German Lawyers' Fees Act (RVG), unless a separate remuneration agreement has been concluded with Fiedler + Partner. The fees incurred for Fiedler + Partner's work under the RVG are, with the exception of criminal cases or certain social law matters, based on the value in dispute of the mandate and/or on a separately agreed remuneration agreement.
- 2.2 If lower fees than those provided for in the RVG are agreed in extrajudicial matters, such an agreement shall only be binding if it has been concluded at least in text form. It is pointed out to the Client that it is not permissible to undercut the statutory fees according to the RVG in judicial matters, i.e. in this case at least the attorney's fees according to the RVG are owed, even if the fees should fall below this amount on the basis of a separate remuneration agreement.
- 2.3 The client is advised that in labour court disputes out of court as well as in the first instance there is no claim for reimbursement of attorney's fees or other costs against the opposing party; in such proceedings each party shall bear its own costs regardless of the outcome. This also applies in principle to costs in proceedings of voluntary jurisdiction.
- 2.4 The Client is obligated to make an appropriate advance payment upon request by Schwenke Schütz and to settle Fiedler + Partner's payment claims in full upon completion of the mandate; this shall apply regardless of whether the Client is entitled to payment or reimbursement claims against a legal expenses insurance company, the opposing party or third parties in this context.
- 2.5 Fiedler + Partner shall be entitled to offset its own claims against the Customer against invoices with third-party funds collected and held in trust for the Customer, unless this is explicitly excluded by another trust agreement between Fiedler + Partner and the Customer, at least in text form.
- 2.6 If the Client wishes to make use of a legal expenses insurance policy maintained by the Client and commissions Fiedler + Partner to make use of insurance benefits, the attorneys are irrevocably released from their obligation of confidentiality vis-à-vis the legal expenses insurance company.
- 2.7 It is pointed out to the client that a business fee in accordance with VV 2300 RVG from the value of the object will be incurred by the lawyer in obtaining the cost coverage commitment. The value in use is the expected costs for the matter for which cost coverage is requested.

- 2.8 The existence of legal protection insurance shall not lead to any change in the contractual and service relationship between the Client and Fiedler + Partner; Fiedler + Partner shall provide its services exclusively for and to the Client.
- 2.9 The Client is advised that an insurance benefit with respect to Fiedler + Partner's remuneration generally only covers the statutory minimum fees pursuant to the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz) less a deductible agreed under the insurance contract, and that the insurance benefit generally does not result in full coverage of its financial expenses for legal advice and representation by Fiedler + Partner.

### **§ 3 Obligations of Fiedler + Partner**

- 3.1 An obligation to act on the part of Fiedler + Partner shall exist at the earliest upon signature of this Agreement, upon acceptance of the mandate by Fiedler + Partner and, if applicable, upon signature of the remuneration agreement.
- 3.2 The Customer is informed that a contractual relationship between the Customer and Fiedler + Partner, which has been concluded exclusively via means of distance communication, can be revoked within 14 days by exercising a right of revocation, so that Fiedler + Partner would only perform its activities after the expiry of this revocation period in order to avoid its own disadvantages. Taking note of the revocation instruction in **Annex 1**, the Customer nevertheless wishes Fiedler + Partner to act before the expiry of the 14-day revocation period and declares:

*"I expressly request that Fiedler + Partner begins processing the mandate already before the expiry of the 14-day revocation period and agree to a corresponding start of the mandate processing. Fiedler + Partner has informed me that my right of revocation expires already before the expiry of the 14-day revocation period if Fiedler + Partner has fully performed its legal services beforehand."*

- 3.3 Within the scope of its activities, Fiedler + Partner will provide the following services in particular:
- 3.3.1 Legal examination: Fiedler + Partner 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 commissioned in each case;
- 3.3.2 Confidentiality: The attorneys at Fiedler + Partner are bound by professional confidentiality. This obligation relates to everything that is entrusted to the attorneys by the client or otherwise becomes known to them within the scope of the mandate. In this respect, Fiedler + Partner is generally entitled to refuse to give evidence. However, Fiedler + Partner is entitled to disclose the client relationship (name, address, VAT ID of the client, subject of the mandate and amount of remuneration) to the tax authorities in order to fulfill its own tax obligations. No obligation of confidentiality shall apply in the event of a claim against a legal expenses insurance company vis-à-vis the latter.
- 3.3.3 Safekeeping of funds: Fiedler + Partner shall hold funds received on behalf of the Customer in trust and - subject to Clause 2.5 - pay them out immediately

upon the Customer's request, at least in text form, to the entity designated by the Customer;

- 3.3.4 Data security: Fiedler + Partner shall take all reasonable and proportionate precautions against loss of data and access by unauthorized third parties to data of the Customer and shall continuously adapt such precautions to the state of the art.
- 3.4 Information provided to the Customer orally or by telephone shall only be authoritative if confirmed by Fiedler + Partner at least in text form.

#### **§ 4 Obligations of the client**

- 4.1 The processing of the mandate requires the observance of the following obligations of the client in particular:
  - 4.1.1 Comprehensive information: The Client shall fully and truthfully inform the attorneys about all facts related to the mandate and provide them with all documents and data related to the mandate in an orderly manner. During the term of the mandate, the Client shall contact courts, authorities, the opposing party or other parties only in coordination with Fiedler + Partner and shall forward to Fiedler + Partner all information received from them during the processing of the mandate;
  - 4.1.2 Precautions in the event of absence and change of address: The Customer shall inform Fiedler + Partner immediately in the event of a change in its contact details and shall arrange for a substitute if it is unavailable for more than one week.
  - 4.1.3 Verification of communications from Fiedler + Partner: Fiedler + Partner shall trust the information provided by the Client without any verification of its own and shall base its factual processing on the facts communicated by the Client. The Customer shall carefully check the messages, drafts and letters sent to it by Fiedler + Partner to ensure that the factual information contained therein is true and complete;
  - 4.1.4 The transmission of the client's personal data for storage and processing within the framework of the mandate granted.
  - 4.1.5 Professional statements and documents of Fiedler + Partner, its employees and vicarious agents may only be disclosed to third parties with the consent of Fiedler + Partner, at least in text form, unless the consent to disclosure to third parties already results from the content of the order.

#### **§ 5 Communication**

- 5.1 Unless a specific communication channel and, if applicable, precautions against access by third parties have been expressly agreed in writing, Fiedler + Partner shall fulfill its duty to provide information by using one of the communication channels communicated by the Customer. The contact data provided by the Customer in this respect shall be authoritative until notification of a change.

- 5.2 It is pointed out to the Customer that in particular communication by e-mail is not protected against access by third parties unless technical precautions have been taken by the sender and recipient (in particular encryption, no use of the HTML format).

## **§ 6 Limitation of liability**

- 6.1 The liability of Fiedler + Partner arising from the mandate existing between Fiedler + Partner and the Client for compensation for damage caused by simple negligence is limited to EUR 500,000 (Section 52 (1) sentence 1 no. 2 of the German Federal Lawyers' Act (BRAO)), unless the Parties have entered into a liability agreement for an individual mandate which provides for a different liability provision. This limitation of liability shall not apply in the event of gross negligence or intentional causation of damage, nor shall it apply to liability for culpably caused damage due to injury to the life, body or health of a person.
- 6.2 Fiedler + Partner has taken out a liability insurance policy that covers 1 Mio.EUR per insured event. If the client wishes to insure a liability exceeding this amount, there is the possibility of an additional insurance for each individual case, which can be taken out at the request and expense of the client.
- 6.3 The provisions on limitation of liability shall be supplemented by the liability agreement to be concluded separately.

## **§ 7 Assignment**

Rights arising from the mandate may only be assigned with the prior consent of Fiedler + Partner, at least in text form.

## **§ 8 data protection, place of jurisdiction, place of performance**

- 8.1 Responsible in the sense of the data protection laws is Fiedler + Partner, **Hauptmannsreute 164,70193 Stuttgart. Schwenke Schütz has appointed a data protection officer whom the client can contact as follows: Schwenke Schütz, Data Protection Officer, Bernburger Straße 32, D-10963 Berlin, phone: 030/8857170, e-mail: [datenschutz@slegal.de](mailto:datenschutz@slegal.de). Further information on Schwenke Schütz's handling of the Client's data in the context of the processing of the mandate can be found at: <https://slegal.de/datenschutzerklaerung/>.**
- 8.2 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.
- 8.3 The place of performance of Fiedler + Partner shall be the office of the firm in Stuttgart, unless another place of performance is expressly agreed in writing. All contractual relationships between the Client and Fiedler + Partner shall be governed exclusively by the substantive law of the Federal Republic of Germany.

**§ 9 Final provisions**

- 9.1 The data protection provisions and the information on a right of revocation in the case of distance contracts (**Annex 1**) are essential parts of these Terms and Conditions of Engagement.
- 9.2 The Client is informed that, with the exception of the costs file and any titles, Fiedler + Partner's files will be destroyed six years after the end of the mandate (Section 50 (2) sentence 1 BRAO), unless the Client collects these files from Fiedler + Partner's office beforehand. Otherwise, Section 50 (2) sentence 2 BRAO shall apply.
- 9.3 Should individual provisions of this contract 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.
- 9.4 Amendments and supplements to this contract must be made in writing. This shall also apply to any amendment of this written form requirement itself.

Stuttgart,.....

\_\_\_\_\_  
Fiedler + Partner

**Declarations of the client:**

1. I hereby accept the offer submitted above.
2. I have taken note of the limitation of the lawyer's liability in accordance with § 6 and consider the maximum amount of EUR 500,000.00 (in words: five hundred thousand euros) to be sufficient.
3. Knowing the security risks associated with email correspondence, I agree to send information and documents electronically.

\_\_\_\_\_, the \_\_\_\_\_

\_\_\_\_\_  
Client

**Cancellation policy**

**§ 1 Right of withdrawal**

- 1.1 You have the right to cancel this contract within fourteen days without giving any reason.
- 1.2 The withdrawal period is fourteen days from the date of conclusion of the contract.
- 1.3 In order to exercise your right of revocation, you must inform us (name of the law firm, address, telephone number, fax number and e-mail address) of your decision to revoke this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory.
- 1.4 In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

**§ 2 Consequences of the *revocation***

- 2.1 If you revoke this contract, we must return to you all payments that we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.
- 2.2 If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

**§ 3 Loss of the *right* of withdrawal**

Your right of revocation shall expire before the expiry of the revocation period if we have commenced performance of the services with your express consent and the services have been performed in full before the expiry of the revocation period.