



General Terms and Conditions of Legal Consultation and Representation

1. Scope

The General Terms and Conditions of Legal Consultation and Representation shall apply to all business relations between the partnership, KBM Legal GbR (hereinafter referred to as the “contractor”) and the client (male/female) (hereinafter referred to as the “client”), unless otherwise expressly agreed in writing or otherwise stipulated by law. In particular, they shall also be applicable to all future business relations.

2. Taking action and lodging appeals

The lawyer acting for the contractor is only obliged to take action and to lodge appeals or file other legal remedies if he has received and accepted an assignment from the client to do so.

3. Liability

In accordance with the conditions of the liability insurance of section 51a BRAO (Federal Lawyers’ Act), the contractor’s liability is limited to a maximum of EUR 1,000,000.00 (one million euros) per individual claim. This limitation of liability applies to any claim that is caused by negligence, but not to cases based on gross negligence or wilful intent or to claims arising from culpable injury to life, limb or health.

4. Additional insurance

Should the client propose liability in excess of EUR 1,000,000.00 (one million euros), additional insurance can be purchased in each individual case at the request and expense of the client.

5. Legal expenses insurance

The authorisation for representation is given independent of the existence of any legal expenses insurance policy or any obligation to obtain such insurance. If the client has legal expenses insurance, he must fulfil his obligations towards the insurance company in order for the insurance cover to be effective. In the absence of a written assignment, which shall be subject to separate remuneration, the contractor shall not take action.

6. Assignment for security

The client is entitled to carry out advance offsetting of payments, collected in connection with the subject matter of the assignment, to cover the respectively owed remuneration including expenses and value added tax. Claims for reimbursement of costs and other claims of the client against the opposing party, the public treasury, legal expenses insurance company or other third parties obliged to make reimbursement, will be assigned to the contractor in the amount of the remuneration claims as security. The assignment is hereby accepted.

The client authorises the contractor to inform the party liable for payment of the assignment on behalf of the client and to collect the assigned claims directly in his own name. The contractor is therefore relieved of the restriction of the prohibition from contracting with oneself (section 181 BGB).

7. Confidentiality and electronic communications

The contractor is permitted to send data and documents via e-mail to facilitate communications. The contractor points out that security risks such as unauthorised access to data by third parties, loss of data, transfer of viruses or data transfer errors can occur during data transfer via e-mail. In acknowledgement of the risks, the client hereby gives his consent to documents and data also being sent via unencrypted e-mail.

8. Miscellaneous

Should any one of these provisions be incomplete, ineffective or unfeasible, the effectiveness of the remaining provisions is not affected. Instead of the ineffective or unfeasible provisions or to close a resulting loophole, an appropriate provision within the framework of what is legally permissible, which comes closest to the intent of the contracting parties or their presumed intent is applied.

Name (for persons: surname and first name written in full; company name as stated in the commercial register)

Place, date and signature