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Power of Attorney

In the following matters, lawyers Paul Damerau, Dr. Frank Grigo and Claudia Freise are

hereby granted

Power of Attorney

1. to conduct litigation (inter alia pursuant to §§ 81 et seq. of the Code of Civil Procedure) including the power to file and withdraw counterclaims;
2. to provide representation in other proceedings, in particular insolvency proceedings and out-of-court negotiations of all kinds;
3. to establish and terminate contractual relationships and to make unilateral declarations of intent (e.g. notices of termination, declarations within the meaning of §§ 103 et seq. InsO etc.) in connection with the above-mentioned matters.
4. to submit the required declarations, in particular, those needed to reach a settlement agreement. The lawyer appearing in the hearing or meeting is in a qualified position to clarify the facts of the case (S. 141, para. 3 Code of Civil Procedure).

The power of attorney applies to all instances and also extends to ancillary and subsequent proceedings of all kinds (e.g. pre-judgment seizures / arrests and interim injunctions, cost fixing, foreclosures, interventions, foreclosure auctions, receivership and depositing proceedings as well as insolvency proceedings against the assets of the opposing party). In particular, it includes the power to effect and receive service, to transfer all or part of the power of attorney to others (sub-authorisation), to file, withdraw or waive appeals, to settle a dispute or out of court negotiations through compromise, waiver or acknowledgement, to receive money, valuables and documents - especially anything which relates to the subject matter of the dispute or the monetary amount to be reimbursed by the opposing party, the court cashier or other official agencies - and to inspect the files.

It is requested that service be effected only to the authorised representatives.

Note on value fees according to § 49b Abs. 5 BRAO:

The above-mentioned lawyers do hereby inform the client that fees are calculated according to the value of the subject matter / agreement (§ 13 RVG), unless otherwise agreed. In labour court proceedings, the opposing party does not reimburse costs in the event of victory in the first instance, i.e. if the client wins the proceedings, he still bears his own costs.

The appointment and authorisation of the aforementioned lawyers is expressly based on the attached conditions for the processing of the mandate.

Place, Date:

GENERAL TERMS AND CONDITIONS FOR THE HANDLING OF CLIENTS
DAMERAU Law firm

§ 1

Mandatisation, inclusion of AMB

- (1) These General Terms and Conditions of Mandate (AMB) form an integral part of all - including future - agency agreements between DAMERAU Attorneys-at-Law, Kurfürstendamm 67, 10707 Berlin, and its clients (clients) for legal advice and/or representation (mandates). The inclusion of other general terms and conditions in the mandate is hereby expressly contradicted, especially those by the client. If the contracting parties have made deviating written agreements, these shall take precedence over the AMB. The AMB shall also apply to subsequent and permanent mandates of the same client without the need for a renewed inclusion of AMB.
- (2) Mandates shall be issued by signing and returning a written power of attorney or an order and subsequently expressly confirming acceptance of the mandate. The refusal of a mandate by DAMERAU Attorneys-at-Law remains reserved even after the power of attorney has been signed. The client shall be informed immediately.
- (3) DAMERAU Attorneys-at-Law shall carry out all assignments in compliance with the Federal Lawyers' Act (BRAO) and the Professional Code of Conduct for Lawyers (BORA) as well as other statutory regulations.

§ 2

Scope of the mandate agreement

- (1) Verbal or telephone information is generally provisional and non-binding without written confirmation.
- (2) The object of the mandate is the agreed activity, not the achievement of a specific legal or economic success. Tax advice and/or representation is not owed unless the mandate expressly refers to this. The client must examine the tax effects of civil law arrangements by competent third parties (e. g. specialist lawyer for tax law, tax consultants, auditors).
- (3) The examination of foreign law shall only be owed if this is expressly agreed in writing. DAMERAU Attorneys-at-Law will inform you in good time if the matter of foreign law is concerned.
- (4) DAMERAU Attorneys-at-Law shall notify the client of any changes in the legal situation during the term of the mandate, insofar as the mandate is affected by these changes. If the legal situation changes after the submission of the final professional statement, DAMERAU Attorneys-at-Law are not obliged to point out any changes or consequences which may arise as a result.
- (5) Actions that refer to the mandate and that are undertaken by one of several clients or which are performed in relation to one of several clients are effective for and against all clients. This does not apply to cancellations of a mandate. If the instructions or the interests of several clients conflict, DAMERAU Attorneys-at-Law may terminate the mandate.
- (6) The contract is generally awarded to DAMERAU Attorneys-at-Law, unless representation by an individual lawyer is mandatory or this is agreed upon separately in writing. In any case, DAMERAU Attorneys-at-Law shall receive the fee. The allocation of the cases is made in accordance with the internal organisation of the law firm, which is organised according to subject areas.
- (7) DAMERAU Attorneys-at-Law shall only be obliged to lodge appeals and seek relief if they have received and accepted a mandate to do so. They are entitled to file appeals and legal remedies within the time limit even without an explicit mandate, if this serves to avoid disadvantages for the client and an explicit instruction of the client can no longer be obtained in time.

§ 3

Fees, advance payment, assignment, offsetting, set-off, electronic invoicing

- (1) The fees and expenses of legal work are generally calculated in accordance with the provisions of the Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz, RVG) based on the value of the case (§ 13 RVG), unless otherwise agreed. A business fee in accordance with no. 2300 VV RVG is charged at a rate of at least 1.3. The provisions on the deduction of business fees from any subsequent fees for other activities in the same matter shall not apply. DAMERAU Attorneys-at-Law shall receive an additional appointment fee for representing the client during an evidential hearing.
- (2) Contrary to paragraph (1), a fee agreement may be concluded to the extent permitted by law (§§ 3a, 4 RVG); this must be in writing. If DAMERAU Attorneys-at-Law has agreed on hourly remuneration with the client, written records of time spent executing the contract shall be kept. These shall be used as the basis for fee settlement. If the client does not object immediately after receipt of the account, the time expenditure and the account are considered as approved. If a matter which has initially been remunerated on an hourly or lump-sum basis out of court, is transferred to a court case, the legal fee rates for the court case will only be charged if expressly agreed.
- (3) The client is informed that there is no claim for reimbursement of lawyer's fees or other costs in employment disputes whether out of court or in the court of first instance. In such proceedings, each party shall bear the costs itself, irrespective of the outcome. This also applies in principle to proceedings of voluntary jurisdiction.
- (4) The client is informed that in Germany it is generally possible to apply for legal aid from the State to help with the cost of legal proceedings.
- (5) The client is informed that under certain conditions the Advisory Assistance Act (BerHG) for (parts of) his/her costs for out-of-court counselling and, if necessary, representation of the person seeking legal advice shall be borne by the client.
- (6) At the time of granting the mandate, DAMERAU Attorneys-at-Law can demand an appropriate advance payment (§ 9 RVG) for the expected fees and expenses. Commencement or continuation of services may depend on whether this payment is received.

- (7) To secure any claims of DAMERAU Attorneys-at-Law against the mandates arising from the client-lawyer relationship, the client shall assign to DAMERAU Attorneys-at-Law all claims for restitution to which s/he is entitled in connection with the subject matter of the mandate, against the opposing party, the State Treasury, insurer or other third parties liable for restitution up to the amount of the claims to be secured. DAMERAU Attorneys-at-Law shall accept the assignment. DAMERAU Attorneys-at-Law will not collect the assigned claim for restitution as long as the client complies with his/her payment obligations. For example, as long as the client does not refuse payment or defaults on payment or as long as s/he has filed for insolvency proceedings against his/her assets.
- (8) DAMERAU Attorneys-at-Law are authorised to offset refunds and other payment amounts due to the client, which may also be received by them from other matters, against outstanding claims or services to be invoiced, insofar as this is permitted by law.
- (9) The client is only entitled to set-off against a claim of DAMERAU Attorneys-at-Law if the claim of the client is undisputed or legally established.
- (10) When using third party expert witnesses, DAMERAU Attorneys-at-Law is entitled to conclude a separate fee agreement during internal negotiations. The claims of DAMERAU Attorneys-at-Law against the client remain unaffected by this.
- (11) The client as the invoice recipient agrees to electronic invoicing within the meaning of § 14 (1) sentence 8 UStG. As an invoice issuer, DAMERAU Attorneys-at-Law are free to decide how they transmit electronic invoices. Electronic invoices can be transmitted e. g. by email (with image file or text document attachment, if necessary) or De-Mail, by computer fax or fax server, by web download or by EDI.

§ 4

Costs of processing the mandate

DAMERAU Attorneys-at-Law is entitled to obtain necessary information from courts or authorities, public registers or public databases at the client's expense.

§ 5

Information from the client, obligations of the client

- (1) The client shall keep DAMERAU Attorneys-at-Law adequately informed; as far as the submission of documents is required, only copies are to be handed over. A request for originals by DAMERAU Attorneys-at-Law may also be made orally. The client is obliged to carefully read through all documents sent to him/her and to forward any remarks or comments promptly in writing to DAMERAU Attorneys-at-Law or directly to the lawyer dealing with his/her case.
- (2) DAMERAU Attorneys-at-Law shall be entitled to use facts and information of any kind (e. g. time, address, numerical or technical data) communicated by the client or third parties on behalf of the client as a basis, provided that they are not manifestly defective or obviously incomplete. No liability is assumed for damages and other disadvantages which are based on faulty or incomplete transmission of facts or other information by the client or a third party commissioned by the client.
- (3) The client must immediately inform us of any changes to his/her address and/or other contact information (e.g. telephone numbers, fax numbers, e-mail addresses).
- (4) During the term of the mandate, the client shall only contact courts, authorities, the opposing party or other parties in matters concerning the mandate with the agreement of DAMERAU Attorneys-at-Law.

§ 6

Legal expenses insurance, litigation financier

- (1) Insofar as DAMERAU Attorneys-at-Law are also instructed to carry out correspondence with legal expenses insurance providers, they are expressly exempted from the obligation of secrecy in relation to the legal expenses insurance. In this case, the client guarantees that the legal insurance contract continues to exist, that there are no outstanding balances or arrears and that no other lawyers are engaged in the same matter.
- (2) The client authorises DAMERAU Attorneys-at-Law to settle lawyer's fees directly with the legal expenses insurance. Irrespective of this, the client remains a cost debtor.
- (3) The client is informed that obtaining the guarantee of cover from the legal expenses insurance provider and the correspondence in this connection constitutes a separate matter within the meaning of § 17 RVG, which is to be remunerated separately. The costs depend on the value of the case and are not covered by the legal expenses insurance.
- (4) The client is also informed that any application made by DAMERAU Attorneys-at-Law for the financing of a lawsuit by a so-called litigation financier and, if applicable, its commissioning and the correspondence in this connection constitutes a separate matter within the meaning of § 17 RVG, which is to be remunerated separately.

§ 7

Confidentiality, Confidential Information, Data Protection

- (1) DAMERAU Attorneys-at-Law are bound to maintain confidentiality for an indefinite period of time with regard to all client information received within the framework of the mandate (confidential information). Excluded are such facts which are obvious or which, by their nature, do not require secrecy. The forwarding of confidential information to third parties may only take place with

the client's written consent or if this is necessary for the fulfilment of the mandate. Employees of DAMERAU Attorneys-at-Law are not considered to be third parties within the meaning of this regulation if they are obliged to maintain confidentiality towards third parties for professional reasons or based on their employment contracts. In the absence of any instructions to the contrary, DAMERAU Attorneys-at-Law does not consider third parties to be persons who are consulted by the client or who have correspondence with DAMERAU Attorneys-at-Law on the client's behalf.

- (2) DAMERAU Attorneys-at-Law are authorised to use the e-mail address provided by the client to transmit information to the client without security measures (encryption, signature, etc.), unless a danger to the interests of the client is immediately apparent from the circumstances in individual cases. The client can revoke his/her agreement to the e-mail dispatch of information at any time in writing to DAMERAU Attorneys-at-Law.
- (3) DAMERAU Attorneys-at-Law point out that communication via fax and electronic media (email) entails a loss of confidentiality and security.
- (4) DAMERAU Attorneys-at-Law are authorised to collect, store, use and process personal data entrusted to them so help their work as lawyers, or to have it processed by third parties. The forwarding of such data for advertising purposes is excluded.
- (5) DAMERAU Attorneys-at-Law shall take all proportionate and reasonable precautions against loss and access to this data by unauthorised third parties and shall continuously adapt the precautions to keep up with best available technology.
- (6) Pursuant to the Federal Data Protection Act, the client has a right to free information about his/her stored data and, if applicable, a right to correction, blocking or deletion of these files. The Responsible body is: DAMERAU Attorneys at Law, Kurfürstendamm 67, 10707 Berlin, Tel. 030 89 58 00 00, Fax: 030 30 30 10 61 05, Email: info@damerau-rechtsanwaelte.de.

§ 8
Safekeeping of funds

DAMERAU Attorneys-at-Law shall hold funds received by the client in trust for the client's account and shall pay them - subject to § 3 - immediately to the body designated by the client.

§ 9
Record keeping

- (1) As a matter of principle, DAMERAU Attorneys-at-Law do not retain any originals in the files, unless it is exceptionally necessary to produce originals.
- (2) The keeping and storage of files in electronic form or in any other form of storage is permitted.
- (3) Upon termination of the mandate, DAMERAU Attorneys-at-Law retains the written correspondence, documents or files, which were received or prepared by the firm. These are kept within the legally prescribed retention period.

§ 10
Anti-money laundering measures

According to the Money Laundering Act, DAMERAU Attorneys-at-Law is required to carry out certain checks and to inform the relevant authorities in the case of suspected violations of the Money Laundering Act. The client will not be notified about this.

§ 11
Copyright/right of use

DAMERAU Attorneys-at-Law reserves all rights to the documents drawn up by them (documents, opinions, reports, etc.). The client is entitled to use these within the framework of a simple right of use, insofar as they refer to the mandate. Disclosure to third parties requires the express written consent of DAMERAU Attorneys-at-Law, insofar as the mandate does not already give permission to be disclosed to a specified third party.

§ 12
Professional liability insurance, limitation of liability, statute of limitations

- (1) DAMERAU Rechtsanwälte has a financial loss liability insurance contract with ERGO Versicherung AG (area of cover: Europe-wide).
- (2) The liability arising from the client-lawyer relationship for damages due to simple negligent breaches of duty shall be limited to four times the minimum insurance sum per claim in accordance with § 51 of the Federal Lawyers' Code (BRAO). This limitation of liability shall also apply to follow-up agreements and long-term mandates without the need for a renewed agreement on the limitation of liability each time.
- (3) In accordance with § 52 BRAO, the limitation of liability shall not apply in the case of grossly negligent or intentional cause of damage, nor in the case of culpably caused damage resulting from injury to the life, body or health of a person.
- (4) DAMERAU Attorneys-at-Law offer, at the explicit request of the client, to cover any higher risks by taking out additional insurance. The costs arising from this are borne by the client.
- (5) DAMERAU Attorneys-at-Law shall only be liable to third parties after special agreement. Insofar as such a limitation has been made, the limitation of liability shall also apply vis-à-vis third parties.
- (6) A single case of damage is also given with regard to a uniform damage resulting from several breaches of duty. The individual case of damage includes all consequences of a breach of duty irrespective of whether the damage occurred in one or several consecutive years. Multiple acts or omissions based on the same or similar sources of error shall be deemed to constitute a uniform breach of duty if the matters in question are legally or economically related.
- (7) Attention is explicitly drawn to the following: claims for damages by the client are subject to a statute of limitations of three years. This is in accordance with §§ 195, 199 of the German Civil Code (BGB). The beginning is measured from the end of the year in which the claim arose and the client became aware of the circumstances giving rise to the claim or could have become aware of them.

- (8) DAMERAU Attorneys-at-Law does not assume any liability for the violation of contractual, pre-contractual and statutory main and secondary obligations by its co-operation partners unless they have acted as vicarious agents (§ 278 BGB) at the express request of DAMERAU Attorneys-at-Law. Any person who is used by DAMERAU Attorneys-at-Law as an ancillary person in the sense of § 278 BGB (German Civil Code) in accordance with the actual circumstances and with the aim of fulfilling obligations associated with the mandate, shall be deemed to be vicarious agent. Recommending a co-operation partner or referring a sub-client for the purpose of a court hearing, does not make this partner a vicarious agent of DAMERAU Attorneys-at-Law.

§ 13
written form

Amendments or alterations of the present AMB, even mere deviations or additions within the framework of a mandate, require a written agreement in order to be valid. This also applies to any changes to this written form requirement.

§ 14
Place of performance, place of jurisdiction, applicable law

- (1) Place of performance and jurisdiction for all disputes arising from the client relationship with merchants, legal entities under public law or public special assets is Berlin. The same shall apply if the client does not have a general place of jurisdiction in Germany or if the domicile or habitual abode is unknown at the time of filing an action.
- (2) The law applicable to the lawyer-client relationship is the substantive law of the Federal Republic of Germany. For the execution of the contract and the resulting claims, German substantive law shall also apply to foreign clients.

§ 15
Regarding § 36 VSBG

- (1) Clients are consumers so, in the event of disputes between lawyer and client, there is generally the possibility of participating in a dispute resolution procedure pursuant to the provisions of the Consumer Dispute Settlement Act (VSBG). According to section 191f (4) BRAO, the Mediation Board of the Attorney General's Office is the consumer mediation body within the meaning of the VSBG responsible for lawyer-client disputes. The Board mediates in property disputes up to a value of 50,000.00 euros. This includes disputes over lawyer's fee invoices and/or claims for damages due to the lawyer's alleged poor performance. Contact details: Schlichtungsstelle der Rechtsanwaltschaft, Neue Grünstraße 17, 10179 Berlin (www.s-d-r.org).
- (2) DAMERAU Attorneys-at-Law is not obliged to take part in a dispute settlement procedure within the meaning of paragraph 1 above at the Mediation Board and expressly excludes participation.

§ 16
Final considerations

Should individual provisions of these AMB be or become invalid in whole or in part, this shall not affect the validity of the contract conditions as a whole. The invalid provision shall be replaced by a valid provision which comes closest to the economic purpose of the invalid provision in terms of content. This shall also apply if a gap in the contract becomes apparent or a provision should prove to be impracticable.

All information according to § 2 Abs. 1 DL-InfoV can be found at: www.damerau-rechtsanwaelte.de/Impressum.html

[February 2017]