



## General Terms of Business

### 1. Fees

This firm's general practise is to charge on a fixed fee basis. The remuneration of lawyer's is regulated by the state and governed by the RVG, the Rechtsanwaltsvergütungsgesetz, a federal law. We are obliged to add to our charges VAT, currently at the rate of 19%.

It may be necessary from time to time to pay other expenses. These may include court fees, payments to counsel or travel expenses. Some, but not all, of these cost attract VAT.

In the event that we are obliged to carry out urgent or particularly complex work on your behalf, or if we are required to carry out work after 8 p.m. or overnight or at weekends, a mark-up of 25% may be added to our charges.

This firm reserves the right to request payment on account up to 50% of the agreed fees when accepting your instruction. All payments made on account will be placed in a client account in your name. Further payments may be requested as the matter progresses.

All our bills must be settled within 30 days, unless agreed otherwise.

We add interest to unpaid bills at the statutory rate of 5% over the ECB base interest rate per annum, commencing from the expiration of the 30-day payment period.

The firm reserves the right to cease to act, and, where appropriate, to withdraw from the court record if:

- I. invoices are not settled within 30 days and the firm believes that the level of invoices delivered and unpaid is unacceptable, or
- II. payment on account has been requested and you do not within 14 days send the funds requested.

### 2. Regulatory Matters

The firm is obliged to obtain satisfactory evidence of the identity of its clients. If we are not familiar with you, we ask you to produce evidence of your identity (e.g. passport or driving licence). We must cease to act where such evidence has been requested and is not produced within 14 days.

Any information provided by you to us will be used solely for the purposes of carrying out instructions received from you. Your data may be stored electronically. Data Protection in Germany is governed by the Federal Data Protection Act (Bundesdatenschutzgesetz).

However, from time to time it may be necessary to release information on a strictly confidential basis to other advisers, for example, counsel or accountants.

### **3. Standard of Work**

We shall provide a friendly and efficient service. If you have any queries at any stage, they should be raised initially with us. If we cannot resolve the matter to your satisfaction, the Law Society Berlin (Rechtsanwaltskammer Berlin) provides a complaints and redress system.

We are audited by external auditors from time to time. During the course of audits, your files may be checked but the information in them will remain confidential.

### **4. Emails**

If you contact us by email or print an email address on any letter we receive from you, we shall assume that you have no objection to its use. We assume that we have the right to communicate in the course of business using un-encrypted email.

We cannot accept responsibility for intercepted emails or viruses.

We will assume safe arrival of emails 24 hours after they are sent.

### **5. Storage of Papers**

Unless we receive written instructions to the contrary, we shall keep your papers for at least seven years, after which they will be destroyed.

Any deeds, documents, or wills deposited in safe custody will not be destroyed.

No charge will be made for retrieval of files, although we may charge for producing particular documents to you.

On conclusion of a matter, we reserve the right to publicize the fact that we have acted for you.

### **6. Governing Law**

These terms are governed by the laws of the Federal Republic of Germany and you irrevocably agree that the German courts shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with them.