

(This is an English translation of the German text, which is the sole authoritative version)

## 1. Scope of Application

- 1.1 These General Terms and Conditions (GTC) shall apply to every commissioning of Dierkes Partner Partnerschaftsgesellschaft mit beschränkter Berufshaftung (Dierkes Partner) (registered partnership with limited professional liability), regardless of the type and scope of activity within the framework of the engagement.
- 1.2 The terms are unlimited in time and shall apply to follow-up engagements, unless otherwise expressly agreed upon in writing. The current version of our GTC shall apply when the first engagement is awarded. The client's conflicting terms and conditions have no validity.

## 2. Grounds and Scope of the Engagement

- 2.1. The subject of an engagement is the performance of agreed services, not a particular economic result.
- 2.2. Application or examining of foreign law requires an explicit commissioning
- 2.3. Should the legal situation change after an engagement has ended, Dierkes Partner is not obliged to draw the client's attention to these changes or to possible consequences thereof.

## 3. Remuneration, Advance Payment and Part Invoice

- 3.1. The remuneration of Dierkes Partner is based upon a remuneration agreement to be explicitly signed in accordance with section 3a of the Law on the Remuneration of Attorneys (RVG) and/or section 4 of the Regulation on the Remuneration of Tax Advisors (StBVV). Once awarded a mandate, Dierkes Partner is entitled to demand an appropriate advance payment for the fees and expenses likely to be incurred and make further processing of the mandate dependant on the payment of the advance payment. Furthermore, Dierkes Partner is entitled to issue part invoices.
- 3.2. The client can offset against Dierkes Partner's right to remuneration only claims that were either determined in a judgement that attained legal validity or undisputed.

## 4. Performance of the engagement

- 4.1 An engagement shall be carried out according to the basic principles of proper professional practice. Dierkes Partner reserves the right to make use of third party experts in the course of the performance of the engagement. Dierkes Partner is entitled to consult members of other professional groups within the company, i.e. lawyers, tax advisors and auditors, as far as this is relevant to the performance of the engagement.
- 4.2 In these cases Dierkes Partner shall be released from the obligation of professional secrecy with regard to members of these professional groups. This equally applies to employees of DIERKES GROUP. You can find an overview of DIERKES GROUP on [www.dierkes-partner.de/impresum/](http://www.dierkes-partner.de/impresum/).
- 4.3 In the event that the client has involved or currently involves lawyers and/or tax advisors of other firms in the matters of the engagement, Dierkes Partner shall be informed in this regard, in particular as to the names of the pro-fessionals involved and the status of consulting.
- 4.4 Dierkes Partner reserves the right to subauthorise third parties for the purpose of (partial) performance of the engagement. As far as the costs resulting from this are carried by the client, Dierkes Partner can only do this following a prior agreement with the client. When granting subauthorization to third parties, Dierkes Partner is released from the obligation of professional secrecy with regard to the third party.

## 5. Client's Duty of Cooperation

- 5.1 It is the client's duty to ensure that Dierkes Partner obtains all documents necessary for the performance of the engagement in time and without a special request, and that Dierkes Partner is informed of any circumstances that may be of relevance to the performance of the engagement.
- 5.2 Should the client realise that they have forgotten to provide information or documents while presenting a complete statement of the facts, they shall immediately provide the missing information or documents. Same is true in the event that the client discovers or obtains further relevant information or documents in the course of the engagement.

- 5.3 Should the client recognise that facts presented in Dierkes Partner's letters and statements are incorrect or incomplete, they shall immediately point this out to Dierkes Partner and present a corrected or completed version in writing.

- 5.4 Should data processing programmes be used on the premises of the client, the latter is obliged to take into account Dierkes Partner's instructions with regard to the installation and use of the programmes. Furthermore, the client is obliged to use the programmes no further than within the agreed scope.

## 6. Termination of the Engagement

- 6.1. The engagement is terminated once the service has been provided, the agreed term has expired or due to a cancellation.
- 6.2. Furthermore, Dierkes Partner reserves the right to an immediate termination of the contractual relationship, should the firm recognise, based on common sense, that it is no longer able to provide its services in accordance with the applicable law or professional obligations. Sections 626, 627 of the German Civil Code (BGB) remain unaffected.
- 6.3. Services which have already been partially or fully provided in the period up to the day of the termination shall be remunerated, and costs and expenses shall be reimbursed.

## 7. Liability, Limitation of Liability

- 7.1 Dierkes Partner's liability in the event of errors or omissions in its professional practice is limited to the maximum amount of **10.000.000,00 EUR** (in words: ten million euros) per event of damage. This limitation of liability applies to all claims for damages caused by Dierkes Partner or its authorised representatives due to simple negligence. Said liability shall not apply to damages to life, body or health.
- 7.2 A limitation of liability agreed upon between the client and Dierkes Partner separately and in writing supersedes the limitation of liability specified in paragraph 7.1.
- 7.3 The limitation of liability applies to the entire activity of Dierkes Partner for the client; there is, therefore, no need for a new agreement.
- 7.4 In the event that several persons make claims arising from a breach of duty within the existing contractual agreement with Dierkes Partner, the maximum liability specified in paragraph 7.1 applies to the aggregate of the relevant claims made by all claimants. Dierkes Partner may raise all defences and objections arising from the contractual agreement with the client against third persons. Section 428 of the German Civil Code (BGB) applies mutatis mutandis.
- 7.5 The term "one individual event of damage" specified in paragraph 7.1 also encompasses one unitary damage caused by several breaches of duty. One event of damage comprises all consequences of a breach of duty, even if they occur in several consecutive years. Thereby repeated action or inaction arising from one or similar source of error is considered as one unitary breach of duty. The latter applies only if the relevant cases of action and inaction are related legally or economically.
- 7.6 The limitation of liability also applies to cases where the contractual agreement is signed for a group of companies, and the client (a client outside of this contractual agreement) is an affiliated company of this group of companies as defined in section 15 of the German Stock Corporation Act (AktG). Therefore, the client is obliged to release and exempt Dierkes Partner from all claims of the client's affiliated companies beyond the liability scope specified in paragraph 7.1.

## 8. Correction of Deficiencies, Subsequent Performance, Limitation of Claims for Defects

- 8.1 In the event of any defects, the client is entitled to have these remedied (subsequent performance by Dierkes Partner). Dierkes Partner shall have the opportunity for subsequent performance within an appropriate period of time. The client can only reduce remuneration or withdraw from the contract if subsequent performance has failed, been omitted or rejected for unjustified reasons or is not reasonable or possible. In case of a service contract as defined in sections 611, 675 of the German Civil Code (BGB), the client can reject subsequent performance if the contract had been terminated, and the defect was not identified until afterwards. As far as there exist further claims for damages, section 7 of these GTC applies.
- 8.2 The client shall present the claim for the remedy of defects immediately and in text form. Claims pursuant to paragraph 8.1 not arising from an intentional act are subject to limitation one year after the commencement of the statutory limitation period.
- 8.3 Obvious inaccuracies such as clerical and calculation errors as well

as formal defects in Dierkes Partner's professional statements can be corrected by Dierkes Partner at any time, also in relation to third parties. Inaccuracies that are able to put results contained in Dierkes Partner's professional statements to doubt, entitle Dierkes Partner to withdraw the statement, also in relation to third parties. Should one of the aforementioned cases take place, Dierkes Partner shall inform the client in this respect.

## 9. Secrecy

- 9.1 Dierkes Partner is bound by strict professional secrecy obligations pursuant to sections 42a of the German Federal Lawyers' Regulations (BRAO) and 57 of the Tax Advisors' Law (StBerG).
- 9.2 Dierkes Partner is legally obliged to maintain secrecy regarding all information brought to its knowledge in connection with the performance of the engagement unless the client releases Dierkes Partner from this obligation. The obligation of secrecy remains also after the contractual relationship is over. The obligation of secrecy equally applies to employees of Dierkes Partner.
- 9.3 The obligation of secrecy does not apply insofar as disclosure is required to protect Dierkes Partner's legitimate interests. Dierkes Partner is also released from the obligation of secrecy insofar as this is required by the terms of the company's professional liability insurance contract with regard to information and cooperation.
- 9.4 The legal rights to refuse testimony pursuant to sections 102 of the Fiscal Code of Germany (AO), 53 of the German Code of Criminal Procedure (StPO) and 383 of the German Code of Civil Procedure (ZPO) remain unaffected.

## 10. Electronic Communication, Privacy Policy

- 10.1 Information on the processing of personal data can be obtained from the separate information our Privacy Policy.
- 10.2 As far as the client provides Dierkes Partner with an e-mail address or a telefax number, they declare, until **revocation** or another explicit statement, their consent to having Dierkes Partner send them client-relevant information using the given contact details without restriction. The client makes sure that only they or persons appointed by them shall have access to the e-mail account or the receiving device, and that they shall check the incoming information regularly.
- 10.3 Dierkes Partner accepts no liability for the safety of the data transferred within unencrypted e-mails, neither is it liable for any damages that may be caused to the client by means of such e-mails. As far as the client fulfils the relevant technical requirements necessary for the digital signature and encryption procedures and wishes the use of these, they shall inform Dierkes Partner about this in due course. Moreover, the parties are aware of the risks entailed in the electronic data transfer.

## 11. Work Results And Oral Information

- 11.1 As far as Dierkes Partner is to present results of its work in writing, this written form is the sole authoritative form of presentation of information. Written drafts are non-binding. Oral explanations and information given by Dierkes Partner are not binding unless they are confirmed in writing.
- 11.2 Explanations and information provided by Dierkes Partner beyond the engagement are always non-binding.

## 12. Storage, Return And Right of Retention

- 12.1 Dierkes Partner shall store any reference files in connection with the client for ten years subsequent to its completion. However, this obligation shall expire prior to the end of this time period should Dierkes Partner ask the client to take receipt of the reference files, and the client fails to meet this request within six months after receiving it.
- 12.2 Reference files in terms of paragraph 12.1 are only documents that Dierkes Partner has received from or on behalf of the client in connection with Dierkes Partner's professional activity. However, the term applies neither to the correspondence between Dierkes Partner and its client, nor to documents which the client has already received in original or copy, nor to documents produced for internal work purposes.
- 12.3 Dierkes Partner shall return all reference files to the client at their request within an appropriate period of time. Dierkes Partner may produce and keep photocopies of documents to be returned to the client.
- 12.4 Dierkes Partner can refuse to return reference files until its claim for remuneration (fees, data centre costs and expenses) has been satis-

fied. This does not apply as far as the withholding of reference files and individual documents is unreasonable under the circumstances.

## 13. Cut-Off Period, Limitation of Claims for Damages

- 13.1 A claim for damages can only be asserted within a cut-off period of one year after the claimant obtained knowledge of the damage and of the incident that gave rise to the claim, however no later than three years after the aforementioned incident.
- 13.2 The claim lapses if no action is brought before court within a time period of six months subsequent to the written refusal to pay compensation and the client was informed of this consequence.
- 13.3 Paragraphs 13.1 and 13.2 of these GTC do not apply to claims for damages arising from intentional behaviour. Neither do they apply in the event of intentional or negligent damage to life, body or health.
- 13.4 The right to assert the objection of limitation remains unaffected.

## 14. Protection of Intellectual Property

The client guarantees that opinions, memos, drafts, tables, contracts, samples and similar work results produced by Dierkes Partner in connection with the engagement shall be used for the client's own purposes.

## 15. Disclosure of a Professional Statement

The client may disclose Dierkes Partner's professional statements to a third party regardless of the statement's form only with Dierkes Partner's consent in text form. The consent in text form is not necessary where a consent to having professional statements disclosed to a certain third party derives from the contents of the engagement. In any case, a professional statement can, unless otherwise expressly agreed, be disclosed to third parties only in its unabridged form with a written declaration firmly attached to it regarding the purpose of the engagement, disclosure restrictions and liability conditions and if the particular third party has agreed in writing to these GTC as well as to the duty, in their turn, to treat the respective disclosed statements with confidentiality and not to disclose them further. Dierkes Partner is only liable with respect to a third party (within the scope defined in section 7 of these GTC) if the requirements for a justified disclosure of professional statements are fulfilled.

## 16. Applicable Law

The contractual relationship between the parties shall be governed by the laws of the Federal Republic of Germany.

## 17. Settlement of Disputes

There is a will to employ an alternative dispute resolution procedure with the help of a consumer arbitration board. The responsible consumer arbitration board in the settlement of disputes over proprietary interests arising from a client relationship (Lawyer – Client) with a value of up to EUR 50.000,00 is the Schlichtungsstelle der Rechtsanwaltschaft, Rauchstraße 26, 10787 Berlin, [www.s-d-r.org](http://www.s-d-r.org). The Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl ([www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de)) is responsible for all other disputes over proprietary interests arising from client relationships.

## 18. Place of Jurisdiction

It has been agreed that the registered seat of Dierkes Partner is the place of jurisdiction. The registered seat of Dierkes Partner is also the place of performance unless a different place of performance is agreed upon explicitly.