

General Terms and Conditions

agreed between

- hereinafter called „client“ -

and

Feinen Rechtsanwälte, Law Firm Feinen, Weißenburgstr. 74, 50670 Köln, Germany
- hereinafter called „lawyers“ -

agree upon the following terms and conditions for all existing and future mandates:

1. The client entrusts the lawyers with the representation of his interests in extrajudicial proceedings. The latter includes, inter alia, drawing up the claim(s), settling the matter out of court (after consultation with the client), receiving payments from the debtor and submitting all legal and financial documents (invoices) on behalf of the client for the purpose of proper collection of the claim.

In case of court proceedings the client authorizes the lawyers to represent the clients interests during court proceedings. The latter shall include, but shall not be limited to, composing claim(s), filing relevant statements in court, rising motions, giving testimonies, settling the matter out of court, paying court fees, presenting all legal and financial documentation, executing other civil and administrative law actions on behalf of the client.

Legal proceedings will only be initiated after express consent by the client.

The client entrusts the lawyers with the counsel and the procuration in legal affairs of the client. Counsel concerning tax law and foreign law are not subject of this contract. The legal advice and representation of the lawyers is exclusively based on the law of the Federal Republic of Germany.

2. It is agreed between the Parties to co-operate by the following terms:

2.1. no retainer fees (fees in advance) in prelegal proceedings (out-of court).

2.2. In case of success in collection out of court the lawyers charges a contingent fee (commission) as mentioned in the corresponding offer to the client.

2.3. Court fees including stamp and duties (according to the legal table for Lawyers and Courts in Germany) will be approved by the client. These fees will be prepaid to the lawyers prior to instigating the proceedings.

2.4. These conditions are not applicable in insolvency proceedings of the debtor. In such cases the lawyers charge for a flat of around 150-650 EUR for filing the claim to the administrator, conducting and monitoring insolvency proceedings. The amount is depending on the amount of the claim and the extent of paperwork to manage. The lawyers will send an estimation on costs on request of the client.

2.5. If, after engaging the lawyers, only the principal claim is paid directly to the client, the lawyers charge the client for the agreed fee of the amount paid by the debtor. The client is obliged to notify the lawyers about the date and the amount of the payment.

The same shall apply if the client, after instructing the lawyers - without consulting them - enters into agreements with the debtor and does not take the costs incurred into account.

Furthermore, the lawyers reserve to charge a fee of 10% if the matter is not a debt collection matter, i.e. if it turns out that the claim has been seriously disputed in terms of its merits or amount before engaging the lawyers.

2.6. Claims of the lawyers are due with their origination. The client agrees on the fact that money which has been received by the lawyers can first be charged for the coverage of the due fees and expenses in each case also from other orders.

2.7. In the case of several files against different debtors, no offsetting of current files takes place. Transfers to the client and the payment of invoices by the client shall be made on a case-by-case basis.

3. Information on the debtor's insolvency proceedings

The client has been informed that in the event of payments by the debtor and in the event of the subsequent occurrence of insolvency by the debtor, payments made by the insolvency administrator may be reclaimed. Due to the corresponding legal basis for claims, this reclaim by insolvency administrators can be made even several years after payment. Details of this legal situation can be obtained from lawyers at any time.

4. Confidentiality

The lawyers are entitled and obliged to maintain secrecy. Confidentiality relates to everything that has come to the attention of the lawyers in the exercise of their profession and continues to exist after the termination of the mandate. The obligation of secrecy shall not apply if the professional code of conduct or other legal provisions permit exceptions or if the enforcement or defence of claims arising from the mandate relationship or the defence of the lawyers in their own cause require disclosure. The lawyers have expressly obliged their employees and all other persons involved in their professional activities to maintain secrecy.

5. Restraint / Vote / Power of Attorney

For the duration of the mandate, the client will only contact courts, authorities, the opposing party or other parties in consultation with the lawyers.

During the term of the mandate, the client shall notify the lawyers of incoming correspondence from debtors or corresponding contacts by telephone or social media and shall refer the debtors to the lawyers in each case. The client shall bear any possible disadvantages arising from non-compliance with this requirement.

Upon request of the lawyers, the client shall sign a corresponding power of attorney valid to the extent required by law and shall send the original power of attorney to the lawyers by post and in advance by e-mail.

6. Custody of funds / transfers

Third-party funds and other assets, in particular securities and other documents of monetary value, are forwarded to the beneficiary without delay. In collection matters, forwarding takes place after complete collection of the claim. As long as this is not possible, third-party funds must be managed in escrow accounts.

The lawyers transfer the money to the account named by the client. The lawyers shall be entitled to choose the account connection resulting from the documents sent, in particular invoices to the other party. The client shall immediately inform the lawyer of any change of account.

7. Correspondence / exchange of information by e-mail / via Internet ("OMA") / via web file / via encrypted e-mail and limitation of liability

7.1. To the extent that the client provides the lawyers with an e-mail address or begins and maintains correspondence by e-mail, the client revocably consents at any time to the lawyers sending him client related information by e-mail or in any other way electronically via the Internet without restrictions.

The client assures that only he or persons authorised by him have access to this e-mail address and that he regularly checks his e-mail box. The client shall be obliged to inform the lawyers if there are any restrictions, for example, if the e-mail address is only checked irregularly for the receipt of e-mails or if e-mails are only desired after prior notification.

Furthermore, the lawyers shall be entitled to correspond with other parties to the proceedings (opponents, lawyers, experts, authorities, etc.) by e-mail or in any other way electronically via the Internet, unless the client expressly prohibits this.

The client is aware that in the case of unencrypted communication via the Internet (e.g. by e-mail) no confidentiality can be guaranteed and that the paths taken by an electronic letter via the Internet, for example, can neither be traced nor secured, so that the data may become known through access by third parties, data loss, virus transmission, transmission errors, transmission failures, etc. electronic data transmission via the Internet and e-mail can therefore be viewed - albeit unlawfully - by other persons and may be misused.

The client shall himself ensure that the content is protected against access and inspection by third parties and that electronic mail and data transmission is protected against viruses and is checked. Should the client no longer agree to the transfer of personal data and information by electronic means during the client relationship, he shall immediately notify the lawyers in writing. Against this background, he shall release the lawyers from their duty of confidentiality in this respect.

Having said this, it is agreed between the parties that the liability of the lawyers is excluded in the event of accidental transmission of computer viruses, inspection by unauthorised third parties and disclosure of personal data from electronic mail correspondence with the client.

Furthermore, it is agreed that the liability for any damage caused by simple negligence in this respect is excluded from the contractual relationship with the client.

If the client has the technical prerequisites for the use of signature procedures and/or encryption procedures and wishes to use them, he shall inform the lawyers of this.

7.2. It is also possible to communicate with the lawyers via secure, German servers by means of web files or "Online Mandate Recording" ("OMA", RA-Micro). Both for reasons of data protection and to ensure the confidentiality of correspondence between lawyer and client, it is recommended to use signature or encryption procedures or to use the web file.

The Data Protection Declaration can be found on our website debtcollectionagency.de/Imprint and is part of this agreement.

8. Storage of files and destruction

The client is informed that the lawyer's files, with the exception of the cost file and any titles, will be destroyed at the latest six years after the end of the mandate, unless the client collects these files from the lawyer's office beforehand.

Furthermore, the client agrees that the files will be destroyed after six months following the termination of the mandate.

9. Electronic record keeping

The legal files are kept in particular in electronic form. In order to facilitate work processes, all incoming mail and all documents provided to the lawyer by the client or third parties are scanned. Correspondence with courts is - as far as possible - conducted exclusively electronically via the IT systems provided by the courts for this purpose and appropriately secured (EGVP, beA, DE-Mail).

The contracts, conceptions, expertises, summaries and calculations which have been developed within the scope of the mandate may be used only for purposes of the client; the disclosure to third parties is allowed only with written agreement of the lawyers. The copyright remains exclusively with the lawyers.

10. In matters of slight and/or gross negligence the litigation of the lawyers for every individual assignment- also in case of several claimants- is limited to the sum insured by the professional liability insurance (EUR 1 million). In case that the client wishes a higher coverage, the client has to notify the attorneys in writing.

11. The correspondence language is German or/and English. The litigation in cases of slight negligence concerning translation errors or other errors in the processing of foreign-language documents is excluded.

12. All contracts and assignments are exclusively governed by German law. Any conflict or dispute derived from this contract or in relation to this contract including any matter regarding its existence, validity, termination, interpretation or execution will be definitively submitted and resolved by the Courts and Tribunals of Köln (Cologne), Germany. The jurisdiction for entities incorporated under German public law or specialised entities subject to German public law shall be Köln, Germany.

13. Set-off and retention in relation to the claims of the attorneys is excluded unless the counterclaims are admitted or adjudicated.

14. The contractors each received one copy of this agreement.

Messages should basically be sent to the following email account:
kanzlei@rechtsanwalt-feinen.de

Köln,

.....
(For the lawyers)

.....
(For the client)

Full name, stamp, postal address of the client

.....

full name and signature of the legal representative
(CEO/MD)