

## Terms and Conditions of Legal Consultation and Representation

In the legal matter

the client enters into an agreement with **T/S/C Fachanwalte fuer Arbeitsrecht Schipp & Partner Rechtsanwalte mbB** (hereinafter „the Partnership“) as follows:

1. The Partnership is the sole contractual partner of the client. The Partnership shall select the lawyer responsible for handling the mandate.
2. The mandated Partnership shall take action exclusively on the basis of a separate remuneration agreement, if and insofar as nothing to the contrary has been expressly agreed in writing or in text form. The services shall be invoiced in text form and the invoice shall as a rule be sent by e-mail. The Partnership shall only issue and send written invoices at the express request of the client against reimbursement of any necessary expenses incurred.
3. The liability of the mandated Partnership with limited professional liability and of its partners for damages culpably caused due to defect in the exercise of the profession is limited by law to the corporate assets of the Partnership company (§ 8 Para 4 PartGG). The Partnership has acquired the legally prescribed professional liability insurance assuring coverage for each insurance claim to a maximum of 2,500,000 EUR, yet with a maximum annual coverage in multiple insurance cases of up to 12,500,000 EUR total (legal minimum insurance protection for 5 partners). If additional insurance protection is wished, the client can request that an individual liability insurance policy be signed, at the client's own expense, with a higher liability sum.

Beyond the existing general liability limitation, which is equal to the corporate assets of the Partnership company, client claims to compensation in cases of petty negligence and for damages excluding those to life, limb or personal health are limited in sum to a maximum of 10,000,000 EUR. Furthermore, damage claims arising from petty negligence and excluding those involving life, limb or personal health may only be filed in writing within an exemption deadline of one year from the date the authorised claimant became cognizant of the damage, at the latest however within five years of the event upon which the claim is based.

4. Information and statements made verbally, by telephone, within a virtual chat room (e.g. via MS Teams, Zoom etc.) or by short message (SMS, messenger services e.g. "WhatsApp") by the mandated Partnership are on principle subject to an in-depth review and are only binding if confirmed in writing or text form (e.g. by email).

5. The mandated Partnership may encrypt e-mail communication with the client using the certificate the Partnership holds; this requires the client to hold a compatible certificate and to expressly request this in writing or in text form. If the client does not have a compatible certificate and/or does not request such encryption, the mandated Partnership shall be permitted to send data and documents unencrypted by e-mail to facilitate communication. The mandated Partnership points out that data transmission by e-mail may involve security risks, such as disclosure of the data to third parties, data loss, virus transmission or transmission errors. Being aware of the risks, the client agrees to send documents and data by unencrypted e-mail, subject to an agreement on encryption with a certificate.
6. With regard to the collection, storage, processing and any potential transfer of personal data, the partnership refers to the document „Information about GDPR“ in attachment.
7. The client's claims for reimbursement of costs and the claims asserted in the proceedings against the opposing party or the court cashier are assigned to the mandated Partnership in the amount of the fee claims and any VAT incurred, along with the power of attorney to communicate the assignment to the payer in the client's name. The client authorizes the Partnership to conduct cost compensation proceedings or cost assessment proceedings at the court of first instance on his behalf.
8. The mandate is issued without prejudice to the existence of, or obligation to acquire, legal expense insurance. To the extent that the client has legal expense coverage, they must independently observe their duties to the insurance provider to ensure validity of coverage. If the Partnership is otherwise instructed to obtain a legal protection commitment, this shall be deemed to be a compensable lawyer's activity. If the legal expenses insurance refuses an obligation to indemnify in whole or in part, the Partnership will only assert disputed claims arising from the insurance contract in court if the client issues a corresponding instruction in writing or in text form and the Partnership expressly accepts this instruction. A lawsuit or other legal proceedings against the legal expenses insurance is a separate mandate to which the terms and conditions of the mandate and the separate remuneration agreement apply accordingly. Irrespective of the existence and scope of a legal expenses insurance policy, the client remains the debtor for costs and fees both towards the Partnership for the fees and expenses to which it is entitled and towards third parties, in particular courts, authorities and the opposing party.
9. Amendments or additions to this agreement are only binding in writing or in text form.

Guetersloh, signed on \_\_\_\_\_, signed on \_\_\_\_\_

\_\_\_\_\_  
T/S/C Fachanwalt fuer Arbeitsrecht

\_\_\_\_\_  
Client