

General Terms and Conditions of Contract of

Stallmeyer Rechtsanwaltsgesellschaft mbH

from 1 September 2024

1. Scope of Application

- 1.1. All contracts between Stallmeyer Rechtsanwaltsgesellschaft mbH (hereinafter referred to as "stallmeyer") and the Client (hereinafter referred to as "Client") and contractual relationships resulting from this relationship (hereinafter referred to as "Mandates") are subject to the following General Terms and Conditions of Contract (hereinafter referred to as "GTC"). The GTC shall also apply to all future Mandates without being referred to again. Conflicting or supplementary general terms and conditions of the client shall not apply.
- 1.2. Subject of the Mandate is the provision of legal advice and/or representation of the Client in and out of court. The Mandate relates exclusively to German law and does not include any legal assessment under the law of other countries.
- 1.3. The scope of the client-lawyer relationship is defined and limited by the specific Mandate. The achievement of a specific success or result, in particular such of a legal or economic nature, is not associated with the Mandate agreement and is not owed.
- 1.4. stallmeyer carries out the Mandate to the best of its knowledge and belief in accordance with the relevant laws and professional rules and is authorised to call in employees, freelancers or other expert third parties ("Vicarious Agents"). The following conditions also apply for and in favour of all persons involved by stallmeyer in the processing of the Mandate. If separate costs are incurred as a result of the commissioning of third parties, the Client's consent must be obtained in advance.
- 1.5. It is expressly pointed out that appeals and/or legal remedies will only be lodged on the Client's express separate instructions.

2. Duties and Authorisations of stallmeyer

- 2.1. stallmeyer will carefully examine the Client's respective matter, inform the Client of the outcome and legally represent the Client's interests vis-à-vis third parties to the extent instructed in each case.
- 2.2. stallmeyer is obliged and authorised to maintain confidentiality unless the Client has released him from such duty. The right and obligation to confidentiality relate to everything that is not or does not become generally known and that has become known to stallmeyer in the exercise of his profession. The right and obligation shall continue to exist after termination of the Mandate.
- 2.3. The duty of confidentiality does not apply insofar as the professional code of conduct or other legal provisions permit an exception, stallmeyer is obliged to disclose information by official or court order or the enforcement or defence of claims arising from the client relationship in its own affairs requires disclosure.
- 2.4. stallmeyer shall oblige its employees and all other persons who may be entrusted with the matter to maintain confidentiality accordingly.

3. Liability and Limitation of Liability

- 3.1. The liability of stallmeyer is governed by the general statutory provisions and the provisions of these General Terms and Conditions of Contract and is generally limited to the company's assets.
- 3.2. In the event of simple negligence, stallmeyer's liability is limited to EUR 4,000,000 (in words: four million Euros) for each individual Mandate, irrespective of the number of any claimants. The limitation of liability does not apply in the event of culpably caused damage resulting from injury to life, limb or health of a person or liability under the Product Liability Act. Several breaches of duty by stallmeyer in the same matter are considered as one liability case, with the consequence that the liability sum can only be claimed once, provided that the breaches of duty are legally and/or economically related.
- 3.3. The above limitation of liability also includes Mandates in favour of third parties or with protective effect in favour of third parties. If there are several claimants, they can exploit the maximum liability limit only once.
- 3.4. The above limitation of liability shall also apply in favour of all vicarious agents involved by stallmeyer in the processing of the Mandate.
- 3.5. stallmeyer maintains a liability insurance that covers the maximum amount hereby agreed. At the express request of the Client, the agreement of a higher liability amount and a correspondingly higher insurance is possible in individual cases. Such an agreement must

be made in writing. The costs incurred for higher insurance shall be borne by the Client.

4. Data Protection/Communication with the Client

- 4.1. stallmeyer will take all proportionate and reasonable precautions against loss and unauthorised access by third parties to the Client's data and will continuously adapt to the state of the art.
- 4.2. stallmeyer is authorised to collect, store and process data entrusted to it by the Client in the course of the Mandate using data processing equipment itself or by qualified third parties in compliance with data protection regulations. This right shall also apply after termination of the client relationship.
- 4.3. The Client agrees that stallmeyer may process personal data during and after the Client relationship for its own purposes and in this respect will be the controller within the meaning of data protection laws. This includes (but is not limited to) the following purposes: provision of legal services, distribution of invitations, information material of any kind and/or archiving of any kind.
- 4.4. During and after termination of the Client relationship, it may occur in certain cases that stallmeyer processes the personal data provided on behalf of the Client as a data processor. stallmeyer will notify the Client if it considers that it is acting as a data processor. Any such data processing shall be subject to the instructions of the Client. stallmeyer shall document any data processing and ensure that all appropriate technical and organisational measures are taken to protect any personal data provided to stallmeyer against unauthorised or unlawful processing, accidental loss, destruction or damage. By accepting these terms of engagement, the Client expressly agrees that stallmeyer may collect, store and process data about the Client as described above. The Client confirms that, before providing the data to stallmeyer it has complied with all relevant legal requirements according to data protection regulations in connection with the processing categories as described above. The Client can revoke its consent at any time. The cancellation must be made to stallmeyer in text form.
- 4.5. stallmeyer is authorised to inform all Clients comprehensively in the case of several Clients in the same Mandate. Instructions from individual Clients in such cases are only to be observed with the express consent of all Clients.

5. Obligations of the Client

- 5.1. Proper handling of the Mandate is only guaranteed if the Client observes the following obligations:
 - The Client must inform stallmeyer comprehensively and correctly. The Client is responsible for the completeness and accuracy of the documents provided. The Client must provide stallmeyer with all documents and data related to the Mandate in an organised form. The activities of stallmeyer are carried out on the basis of the documents and information provided by the Client. At stallmeyer's request, the Client shall confirm the accuracy and completeness of the documents/information in writing.
 - stallmeyer will assume that the facts, in particular figures, stated by the Client are correct. A review of the accuracy, completeness and correctness of the documents/information/figures provided is not part of the order, unless otherwise expressly agreed.
 - If the Client defaults on an obligation and/or fails to cooperate as required, stallmeyer is entitled to terminate the contract after prior notice. However, cancellation may not take place at an inopportune time. The right of stallmeyer to demand compensation for the additional expenses and/or damages caused by the delay or the failure to co-operate remains unaffected.
 - The Client undertakes to notify stallmeyer immediately of any change of address, e-mail address etc. and to inform stallmeyer of any longer absences so that its availability is guaranteed at any time. stallmeyer shall not be liable for any failure to provide information, deadlines etc. if the Client cannot be contacted due to a failure to notify the change of contact details.
 - The Client shall carefully check letters, contracts, drafts, pleadings etc. submitted by stallmeyer to ensure that the facts contained therein are correct and complete.

- The Client undertakes to treat documents handed over/transmitted to him confidentially and not to pass them on to third parties, unless stallmeyer has given its prior consent or the Client is obliged to disclose them due to an official or court order or the enforcement or defence of claims arising from the client relationship in its own affairs requires disclosure. The Client undertakes to impose this obligation on its employees as well.

6. Informing the Client via E-Mail

- 6.1. Insofar as the Client provides stallmeyer with an e-mail address, he agrees until revocation or other express written instruction that Client-related information will be sent to him without restriction and unencrypted to the e-mail address provided only. Information will not additionally be sent by post. The Client warrants that only he or persons authorised by him have access to the e-mail address provided and that he regularly checks his e-mail inbox.
- 6.2. The Client is aware that e-mails can contain viruses, that only limited confidentiality is guaranteed for unencrypted e-mails and that it cannot be guaranteed that the e-mails actually originate from the specified sender.

7. Compensation Obligation of the Client

- 7.1. Pursuant to Section 49 b (5) BRAO, it is pointed out that the lawyer's fees incurred are calculated according to the value in dispute, unless a separate, effective remuneration agreement has been concluded in accordance with Section 4 RVG.
- 7.2. If a separate remuneration agreement is concluded, the Client is hereby informed that
 - if this fee agreement was invalid the statutory fees pursuant to Section 2 (1) RVG could be charged according to the value of the subject matter,
 - the agreed remuneration may exceed the statutory remuneration,
 - any reimbursement or assumption of the costs of legal services by third parties (opposing party, state treasury, legal expenses insurer, etc.) is generally limited to the legally stipulated lawyer's fee and, therefore, the agreed fee may not be paid by third parties in full or at all. In particular, an opposing party, a party to the proceedings or the state treasury does regularly not have to reimburse more than the statutory remuneration in the event of victory,
 - in labour court disputes - both out of court and at first instance - there is no entitlement to reimbursement of lawyers' fees or other costs. In such proceedings, each party bears its own costs, regardless of the outcome. This also applies to costs in voluntary jurisdiction proceedings.
- 7.3. stallmeyer may offset incoming payments against outstanding fee claims against the Client, including those from other matters.
- 7.4. All fee claims are due upon invoicing and are payable immediately without deduction. stallmeyer is entitled to invoice monthly or quar-

terly and to demand reasonable advances. If fees or advance payments are not paid on time or in full, stallmeyer may, after prior notification in good time, suspend further services until the outstanding amount has been paid in full. The right to terminate the Mandate for good cause remains unaffected.

- 7.5. Offsetting by Client with claims against stallmeyer is only permitted with undisputed or finally established claims.
- 7.6. Several Clients (natural persons and/or legal entities) are jointly and severally liable for payment of the statutory or agreed remuneration and expenses of stallmeyer

8. File Storage and Destruction

- 8.1. The Client is advised that stallmeyer's files, with the exception of the costs file and any titles, will be destroyed without further notice six years after termination of the Mandate (Section 50 (2) sentence 1 BRAO), unless the Client collects the file before then. Otherwise, section 50 (2) sentence 2 BRAO applies.
- 8.2. If files are sent to the Client or a third party at the Client's request, the Client shall bear the risk of despatch.

9. Statute of Limitations

- 9.1. Unless shorter statutory limitation periods are applicable, the following shall apply: Claims of the Client for damages arising from the contractual relationship between the Client and stallmeyer shall become statute-barred after three years. The limitation period begins at the end of the calendar year in which the claim arose and the Client becomes aware of the circumstances giving rise to the claim and the person of the debtor. Irrespective of this, the limitation period shall commence at the end of the calendar year in which the Client should have obtained such knowledge without gross negligence. Irrespective of such knowledge on the part of the Client, however, the limitation period shall commence at the latest six years after termination of the Mandate. This shall not apply in the event of wilful or grossly negligent behaviour on the part of stallmeyer and for claims for damages based on injury to life, limb, health or freedom. The general statutory provisions apply to such claims.

10. Final Provisions

- 10.1. After termination of the Mandate, services not yet invoiced will be invoiced immediately and are due and payable immediately.
- 10.2. If the Client is an entrepreneur within the meaning of § 14 BGB (German Civil Code), the exclusive place of jurisdiction for all disputes arising from and in connection with the client relationship shall be Cologne.
- 10.3. Should any of the above provisions be invalid or void, this shall not affect the validity of the remaining provisions of these GTC. In the event of a gap in the provisions, a legally effective provision shall be deemed to have been agreed which the parties to the contract would have agreed in accordance with the economic objectives of the mandate relationship and the purpose of these GTC if they had been aware of the gap in the provisions.