

General terms and conditions of mandate

of the law firm JUR Rechtsanwälte, Inhaber Julian R. Urban, Invalidenstraße 74, 10557 Berlin

(hereinafter: "Lawyers")

The following general terms and conditions apply to the processing of mandates by lawyers:

1. scope of application; conclusion of contract; object of activity; indication of fees

These general terms and conditions apply to all contracts between the lawyers and the client for the provision of legal services.

A client relationship is only established when the firm accepts the request for a mandate. Such a request exists in particular if

- a written power of attorney is issued,
- an advance is paid on a proposal from the Registry,
- the documents used by the attorneys to process the mandate are sent to them upon request,
- an appointment for legal advice is agreed with the lawyers, unless expressly stated otherwise.

The law firm accepts the request by expressly confirming the mandate or by commencing with the execution of the mandate or the consultation.

The subject matter of the mandate and the activities of the attorneys at law required for its execution shall be agreed separately between the client and the attorneys at law. The legal advice of the attorneys at law to be provided within the framework of the processing of the mandate relates exclusively to the law of the Federal Republic of Germany; it does not include tax advice. The client must have any tax effects clarified by expert third parties (e.g. specialist lawyer for tax law, tax consultant, auditor) on his own initiative and inform the lawyers of any design requirements. Insofar as the case affects foreign law, the lawyers shall point this out in good time.

The attorneys are entitled to consult employees, other attorneys and other competent third parties for the processing of the mandate. If additional costs are incurred as a result, the lawyers undertake to obtain the client's prior consent.

The fees to be charged for the lawyer's work shall be based on the value of the subject matter and the provisions of the Law on the Remuneration of Lawyers (RVG) or on a remuneration agreement concluded.

2. obligations of lawyers

a) Legal examination

The lawyers will carefully examine the client's case, inform him of the result of the examination and legally represent the client's interests vis-à-vis third parties to the extent commissioned in each case.

b) Confidentiality

The lawyers are bound by professional secrecy. This obligation applies to everything that is entrusted to the attorneys within the scope of the mandate by the client or otherwise becomes known to them. In this respect, lawyers are generally entitled to refuse to testify. The attorneys at law may only comment on the existence of a mandate and information in connection with the mandate vis-à-vis third parties, in particular authorities, if the client has previously released the attorneys at law from their duty of confidentiality.

c) Safekeeping of funds

The Attorneys at Law shall hold in trust any monies received on behalf of the Client and - subject to Clause 7 - shall pay them immediately upon written request by the Client to the office designated by the Client.

3. obligations of the client

Successful mandate processing is only guaranteed if the following obligations are observed:

a) Comprehensive information

The Client shall comprehensively and truthfully inform the Attorneys at Law about all facts related to the Order and shall provide them with all documents and data related to the Order in an orderly manner. For the duration of the mandate, the client will only contact courts, authorities, the other party or other parties involved in the matter in consultation with the lawyers.

b) Precautions in case of absence and change of address

The client will inform the attorneys if he changes his address, telephone and fax number, e-mail address, etc. or if he cannot be contacted for a longer period of time due to vacation or other reasons.

c) Careful examination of letters from lawyers

The client will carefully examine the letters and written pleadings from the lawyers sent to him by the lawyers to ensure that the factual information contained therein is true and complete.

(d) Legal expenses insurance

Insofar as the lawyers are also commissioned to conduct correspondence with the legal expenses insurance, they shall be expressly released from the obligation of confidentiality in relation to the legal expenses insurance. In this case, the client assures that the insurance contract with the legal expenses insurer continues to exist, that no premium arrears will be recognized prior to the conclusion of the legal expenses insurance contract

4. storage and processing of client data

The attorneys are entitled to collect, store and process data entrusted to them by the client within the scope of the mandate using data processing equipment.

5. informing the client by fax

If the client notifies the attorneys at law of a fax connection, the client agrees, until revoked or expressly instructed otherwise, that the attorneys at law may send him information relating to the mandate via this fax without restriction. The client assures that only he or persons commissioned by him have access to the fax machine and that he regularly checks incoming faxes. The client is obliged to inform the lawyers if there are any restrictions, such as the fax machine being checked only irregularly for incoming faxes or faxes being sent only after prior notice.

6. informing the client by e-mail

If the client provides the attorneys with an e-mail address, the client revocably consents at any time to the attorneys sending him client-related information by e-mail without restriction. Otherwise, Section 5 shall apply mutatis mutandis. The client is aware that only limited confidentiality is guaranteed for unencrypted e-mails. If the client has the technical prerequisites for the use of signature procedures and encryption procedures and wishes to use them, he shall inform the lawyers accordingly.

7. payment obligation of the client; assignment; reimbursement of costs; electronic invoicing

The Client shall be obliged to pay an appropriate advance upon request of the Attorneys at Law and to pay the Attorneys at Law the full remuneration upon termination of the mandate. This shall also apply if claims for reimbursement of costs exist against legal expenses insurance, the other party or third parties. The client hereby assigns to the lawyers all claims for reimbursement of costs by the opposing party, legal expenses insurance or other third parties in the amount of the lawyers' fee claim. These accept the assignment. The attorneys may set off incoming payments against open fee claims, also from other matters.

It is pointed out to the client that there is no entitlement to reimbursement of lawyer's fees or other costs in out-of-court disputes and in the first instance. In such proceedings, each party shall bear its own costs irrespective of the outcome. This also applies in principle to costs in proceedings of voluntary jurisdiction.

The lawyers always send their invoices to the e-mail address provided by the client. In this respect, the client agrees to the electronic transmission of the invoice.

8. file retention and destruction

The client is reminded that the attorney's reference files, with the exception of the cost file and any titles, will be destroyed five years after termination of the mandate (§ 50 (2) sentence 1 BRAO), unless the client collects these files beforehand from the attorneys' office. Otherwise, § 50 para. 2 sentence 2 BRAO shall apply.

9 Liability, limitation of liability

The liability of the lawyers arising from the contractual relationship between them and the client for compensation for damage caused by simple negligence is limited to € 1 million (§ 52 (1) no. 2 BRAO). This limitation of liability shall not apply in the event of gross negligence or wilful damage, nor shall it apply to liability for culpably caused damage due to injury to life, body or health of a person.

The attorneys have taken out liability insurance that covers €1 million per insured event. If the client wishes to take out an over to cover liability exceeding this amount, there is the possibility of additional insurance for each individual case, which can be taken out at the request and expense of the clients can be closed.

10. validity of this agreement for future mandates

The above Terms and Conditions of Mandate shall also apply to future mandates unless otherwise agreed in writing.

11. right of revocation for consumers for distance contracts

For clients who, as natural persons, conclude legal transactions for a purpose which cannot be attributed to their commercial or self-employed professional activity, the following shall apply to contracts concluded exclusively using means of distance communication

Right of withdrawal:

The consumer can revoke his contract explanation within 14 days without indication of reasons in text form (e.g. letter, fax, e-mail). The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfillment of the information obligations pursuant to Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB and the obligations pursuant to § 312e paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be addressed to:

„JUR Rechtsanwälte, Inhaber Julian R. Urban

Invalidenstraße 74, 10557 Berlin

Phone: +49 30 5510 9449

Fax: +49 30 54829457

revocation consequences

In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered. If the client cannot return the received services in whole or in part or only in a deteriorated condition, the client must pay compensation for the value. This may result in the client nevertheless having to fulfil the contractual payment obligations for the period until revocation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for the client with the dispatch of his declaration of revocation, for the lawyer with its receipt.

Information on premature expiry of the right of revocation:

The right of withdrawal expires prematurely if the service has been rendered in full and the execution of the service has only begun after the client has given his express consent.

12. Transfer of the law firm

The activities of JUR Rechtsanwälte are continued by JUR | URBAN Rechtsanwaltsgesellschaft mbH following their admission to the Berlin Bar Association. The client agrees to the continuation of the mandate relationship by JUR | URBAN Rechtsanwaltsgesellschaft mbH from the time of admission.

13. final provision

- a) The law of the Federal Republic of Germany shall apply.
- b) In case of discrepancies between the German and English version of these terms, the German version prevails. The client has been provided with the German version.
- c) If the client is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the lawyers. The same applies if the client does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is not known at the time the action is filed.
- d) All agreements must be in writing to be effective. Amendments to the agreements must be made in writing in order to be legally effective. This also applies to the waiver of the written form. Verbal collateral agreements do not exist.
- e) Should individual provisions of the contract with the client, including these Terms and Conditions of Mandate, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

I (we) agree with the above General Terms and Conditions of Mandate.

Place, date Client(s)

The collection, storage and processing of my (our) data within the framework of the
of the mandate given I (we) agree in accordance with § 4 a BDSG and Art. 7 EU-DSGVO
(herewith we confirm the information on data processing in text form of the
law firm STEINWACHSURBEN PartGmbH as of October 2019):

Place, date Client(s)

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