

General Terms and Conditions

Mandate _____

Date _____

I. Validity and scope

These terms and conditions apply to all contracts between lawyer Dr. Daniel Welker (hereinafter referred to as lawyer) and his client (hereinafter referred to as client) on advice, information, legal representation or other assignments (hereinafter referred to as mandate), unless otherwise agreed in writing or required by law.

II. Subject of the mandate

II.1.

The subject of the mandate is the agreed service, not a specific economic success. The lawyer is entitled to consult a third party with expertise to process the mandate. The resulting additional costs must be coordinated with the client in good time. The lawyer is exempt from the restrictions according to Sec. 181 of the Civil Code (BGB).

II.2.

Legal advice and representation relates exclusively to German law. Tax advice and / or representation is not owed unless the mandate expressly refers to it. Tax effects of civil law arrangements are to be checked by the client through competent third parties (e.g. specialist lawyer for tax law, tax consultants, auditors). If the legal matter affects foreign law, the lawyer will point this out in good time.

II.3.

The lawyer will point out any changes in the legal situation during the mandate, insofar as this affects the mandate. If the legal situation changes after the final professional statement has been made, the lawyer is not obliged to point out changes or the consequences thereof.

II.4.

Actions that relate to the mandate and that are carried out by one of several clients or that are carried out against one of several clients work for and against all clients. This does not apply to termination of a mandate. If the instructions or the interests of several clients contradict one another, the lawyer can resign from the mandate.

III. Remuneration of the lawyer

III.1.

The lawyer receives the agreed remuneration for processing the mandate. As far as such is not closed, the remuneration is calculated according to the Lawyers' Remuneration Act (RVG). The fees mentioned there are calculated based on the value of the subject matter and apply to the client relationship as the usual remuneration.

III.2.

The lawyer's remuneration and other cost claims are due when they arise and are to be paid by the client when the invoice is issued. At the request of the lawyer, the client is obliged to pay appropriate advances. This also applies if there are claims for reimbursement against legal expenses insurance, the other party or third parties. After 30 days after the invoice has been issued, the lawyer can charge the statutory default interest.

III.3.

In labor disputes there is no right to reimbursement of lawyer's fees or other costs out of court or in the first instance. In principle, this also applies to costs in voluntary jurisdiction proceedings. In other legal disputes, too, it cannot be guaranteed that all costs incurred will be borne by the losing party in the event of a win.

III.4.

The client assigns all claims for reimbursement of costs by the other party, the judicial fund or third parties to the lawyer as a precaution. The latter accepts the assignment and undertakes to release these claims at the request of the client, insofar as the sum exceeds the attorney's fee claim by 20%. The lawyer is entitled to notify the debtor of the assignment.

III.5.

The lawyer is entitled to offset incoming payments against outstanding remuneration claims, also from other matters, insofar as this is legally permissible.

III.6.

If expert third parties are called in, the lawyer is entitled to make a separate remuneration agreement internally. The lawyer's claims against the client remain unaffected.

IV. **Lawyer's duty of care**

The lawyer is obliged to conduct a careful mandate in accordance with the Federal Lawyers' Act (BRAO), the existing laws and the instructions of the client. He informs the client appropriately about the results of his processing to the extent instructed. Legal proceedings are only initiated with the consent of the client, unless the mandate is aimed at litigation.

V. **Lawyer's liability**

V.1.

The lawyer's liability for claims for damages of any kind is up to a maximum of EUR 500,000.00 per damage event and up to a maximum of EUR 2,000,000.00 for all damage cases per insurance year in accordance with the pecuniary loss concluded by the lawyer Liability insurance, which exists in this amount, is limited.

V.2.

The lawyer is only liable to third parties by special agreement. Insofar as this has been made, the limitation of liability also applies to third parties.

V.3.

The limitation of liability does not apply in the event of injuries to life, limb or health which are based on an intentional or negligent breach of duty by the lawyer or an intentional or negligent breach of duty by the lawyer or his employees.

V.4.

The lawyer offers to cover any higher risks by taking out additional insurance. The client bears the resulting costs.

V.5.

A single case of damage is also given with regard to a uniform damage resulting from several breaches of duty. The individual case of damage includes all consequences of a breach of duty regardless of whether the damage occurred in one or several consecutive years. Multiple actions or omissions based on the same or similar sources of error apply as a uniform breach of duty if the matters concerned are legally or economically related.

VI. Professional secrecy

VI.1.

The lawyer is obliged to maintain confidentiality under professional law. This obligation applies to everything that is entrusted to him or otherwise known to him by the client within the framework of the mandate. In this respect, the lawyer has the right to refuse to give evidence. The lawyer has also imposed the confidentiality obligation on his employees.

VI.2.

The lawyer may only express himself to third parties, in particular authorities, about the existence of a mandate and information in connection with the mandate if the client has previously released him from his duty of confidentiality. The lawyer shall only hand over reports, expert opinions and other written statements to third parties with the consent of the client. In the absence of instructions to the contrary, the lawyer does not consider persons whom the client calls in for discussions or who conduct correspondence with him on his behalf as third parties.

VI. Safekeeping of funds

The attorney keeps incoming monies on behalf of the client in trust and pays them - subject to the statements under III. - immediately upon written request from the client to the body named by him.

VII. Data processing

VII.1.

The lawyer is authorized to collect, store and process personal data entrusted to him or to have it processed by third parties. The storage and processing takes place exclusively for the purpose of legal work. The transfer of such data for advertising purposes is excluded.

VII.2.

The lawyer takes all proportionate and reasonable precautions against loss and access by unauthorized third parties to this data and continuously adapts the precautions to the tried and tested state of the art.

VIII. File management

VIII.1.

In principle, the lawyer does not keep any originals in the files, unless, in exceptional cases, the submission of originals is required.

VIII.2.

After the mandate has been terminated, the lawyer shall keep the documents received and prepared himself in connection with the mandate as well as the correspondence conducted for at least 6 months.

VIII.3.

At the request of the client, the lawyer will issue all documents received from the client or third parties that the client does not already have in the original or in copy after settlement of all fee and expense invoices.

VIII.4.

The lawyer is entitled to make copies of all documents and keep them. The management and storage of files in electronic form or in another form of storage is permitted.

IX. Anti-Money Laundering Precautions

According to the Money Laundering Act, the lawyer is obliged to carry out certain checks and to inform the competent authorities if there is any suspicion of violations of the Money Laundering Act. The client receives no notice of this.

X. Information and notification obligation of the client

X.1.

The client informs the lawyer completely and truthfully without special request of all facts related to the mandate and provides him with all documents and data related to the mandate in an orderly form. This also applies to processes, circumstances and documents that only become known during the mandate.

X.2.

During the duration of the mandate, the client only contacts courts, authorities, the other party or other parties involved in matters relating to the mandate, in consultation with the lawyer.

X.3.

The client informs the lawyer immediately about changes to his address, telephone and fax numbers, e-mail address, etc. and about long-term absence or other circumstances that justify his temporary unavailability.

XI. Examination of letters from the lawyer

The client immediately and carefully checks the documents and information provided by the lawyer, which are sent to him in advance as a draft, to ensure that the information on the facts contained therein is truthful and complete. He then immediately informs the lawyer whether these can be sent to third parties in the version presented to him.

XII. Legal protection insurance

Insofar as the lawyer is also commissioned to conduct correspondence with a legal protection insurance company, he is expressly released from the obligation of confidentiality in relation to legal protection insurance. In this case, the client assures that the insurance contract with the legal protection insurance exists, that there are no premium arrears and that no other lawyer or other lawyers have been commissioned to deal with the same matter.

XIII. Communication by fax and e-mail

XIII.1.

Insofar as the client provides the lawyer with a fax connection or an e-mail address, he / she agrees, until revoked or otherwise expressly instructed, that the lawyer may send him mandate-related information without restrictions by fax or email.

XIII.2.

The client assures that only he or persons authorized by him have access to the fax connection or the e-mail address, and that he regularly checks incoming data there. The client is obliged to inform the lawyer if there are restrictions, e.g. faxes are only desired after prior notice.

XIII.3.

The client is aware that only limited confidentiality is guaranteed for unencrypted e-mails. If the client wishes to use signature or encryption procedures, he shall notify the lawyer of this.

XIV. Copyright / Right of Use

The lawyer reserves all rights to the documents drafted by him (briefs, expert opinions, statements, reports, etc.). The client is entitled to use these within the framework of a simple right of use, insofar as they relate to the mandate. The transfer to third parties requires the attorney's written consent, unless the mandate already gives consent to transfer to a specific third party.

XV. Notification about the right of withdrawal

XV.1. Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded. In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail).

Attorney at law Dr. Daniel Welker, Spalterstrasse 13, D-88069 Tettnang

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In order to meet the cancellation deadline, it is sufficient for you to send the notification that you are exercising your right of cancellation before the cancellation period has expired.

XV.2. Consequences of withdrawal

If you cancel this contract, we have to repay all payments that we have received from you immediately and at the latest within fourteen days from the date on which we received the notification of the cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. If you have requested that the services should begin during the cancellation period, you have to pay us a reasonable amount, which corresponds to the portion of the services already provided up to the point in time at which you inform us of the exercise of the right of cancellation with regard to this contract Compared to the total scope of the services provided for in the contract.

End of notification about the right of withdrawal

XVI. Final provisions

XVI.1.

Changes and additions to these contractual agreements must be made in writing to be effective. The legal ineffectiveness of a provision does not affect the legal effectiveness of the other parts of the contract. The lawyer and the client undertake to replace an ineffective provision with an effective provision that comes closest to its economic result and which best corresponds to the purpose of the contract.

XVI.2.

German law applies exclusively. The place of fulfillment and jurisdiction is the lawyer's registered office vis-à-vis businessmen and their equals.

End of the General Terms and Conditions