

## General Terms and Conditions

1. These general principles shall apply to all present and future contracts between the parties with respect to legal services rendered by Winheller Attorneys at Law.
2. Winheller Attorneys at Law do not accept any general terms and conditions used by the client. Winheller Attorneys at Law explicitly reject those general terms and conditions.
3. The correspondence language for communication with the client is German. Translations may be obtained on the client's behalf from a certified translator against additional charges. For time or cost saving reasons Winheller Attorneys at Law generally try to provide courtesy translations. In these cases, however, Winheller Attorneys at Law are not liable for translation errors.
4. The client agrees on email and fax communication between the parties and between Winheller Attorneys at Law and third parties in connection with the client's case. No liability can be assumed for transmission errors and delays that are beyond the control of Winheller Attorneys at Law. Email communication will be conducted in an unencrypted way. Encrypted email communication will be conducted only on explicit request by the client. In this case, the client has to accept the encryption software that is used by Winheller Attorneys at Law.
5. As long as Winheller Attorneys at Law provide representation for the client, the client will ask Winheller Attorneys at Law before he contacts any courts, agencies, the opposing party, or other persons involved in the case.
6. Attorney fees of Winheller Attorneys at Law are due within 10 days as of receipt of the invoice from Winheller Attorneys at Law.
7. Incoming payments will be primarily charged against open cost, disbursements and interests.
8. In case of delay of payment, Winheller Attorneys at Law reserve the right to suspend their services until full payment.
9. Winheller Attorneys at Law are entitled to cash in due invoices out of the funds received on the client's account and/or held on trust.
10. The client's claims for reimbursement and any other claims of the client against the opposing party, the treasury, or any other third party who must reimburse the client, are hereby assigned to Winheller Attorneys at Law in the amount of any due invoices. Winheller Attorneys at Law may inform the liable party of that assignment. By taking the client's case, Winheller Attorneys at Law accept the assignment.
11. Information given by the client is subject to professional discretion. The client authorizes Winheller Attorneys at Law to disclose secret information to third parties if that is necessary for reasonably and successfully working on the client's case.
12. The client authorizes Winheller Attorneys at Law to electronically save the client's personal data. In addition, Winheller Attorneys at Law are permitted to process or to have processed these personal data. Saving and processing of the client's data is permitted only within the limits of the matter in issue.
13. The client can offset his claims against claims of Winheller Attorneys at Law against the client only if the client's claims are determined by a court to be legally binding or if Winheller Attorneys at Law acknowledge the client's claims.
14. Winheller Attorneys at Law do owe the services as mentioned in the form "Assignment". They do not owe a specific outcome of the case.
15. Winheller Attorneys at Law rely on the facts as disclosed by the client. Winheller Attorneys at Law are not responsible for verifying these facts.
16. If the facts or the law change after work on the case is finished, Winheller Attorneys at Law are not obliged to inform the client about these changes or any consequences arising from them.
17. Any dispute arising out of the contract between the parties shall be governed by German law only. Frankfurt am Main, Germany, as the seat of the office of Winheller Attorneys at Law, shall be the place of performance and the place of jurisdiction over any such disputes (see German Code of Civil Procedure (Zivilprozessordnung, ZPO) § 29 (1)).
18. Changes of these general terms and conditions including this last sentence must be in written form.