

**These terms and conditions apply to all Services provided to clients by tkslegal Berlin LLP (hereinafter the “Firm” or “we”).**

**The Codes of conduct applicable to members of the German Bar Association also apply to the Services provided by the Firm.**

### **1. Team and Services**

**1.1** The contract for Services is a contract between you and tkslegal Berlin LLP and not with any individual associated with the Firm. The instructions are instructions to the Firm and not to a private individual working for the Firm. This applies even if it is your express or implied intention that the work be carried out by a specific person or persons.

**1.2** For the purposes of these terms and conditions, all aspects of a transaction or a business arrangement will be considered to be one matter, irrespective of whether it involves several legal entities or private individuals, is dealt with by separate teams within the Firm, addresses separate legal areas, separate invoices are issued, or we act for separate legal entities and/or individuals.

**1.3** We are interested in long-term relationships with our clients, and are constantly working to meet and exceed our clients expectations.

For projects and transactions, we offer appropriate debriefing after completion.

### **2. Fees and expenses**

**2.1** We endeavour to provide legal Services at fee rates that provide good value for money and we are always willing to discuss our fees with you. Upon request, we will provide you with an estimate at the outset of a matter and, depending on the nature of the matter, we may also agree upon a budget, milestones or another fee arrangement. All fees are exclusive of value added tax, sales tax and similar taxes, which will (if required) be charged at the statutory rate applicable in the relevant Jurisdiction.

**2.2** Our fees always accord with the rules of the relevant bar association. Unless we agree otherwise, our fees are determined on the basis of a number of factors such as: (i) time spent; (ii) qualifications, experience and resources required; (iii) amounts involved; (iv) the risks assumed (if any); (v) time constraints; and (vi) the result achieved.

**2.3** In addition to our fees, disbursements for travel and other expenses may be charged. Although we normally pay limited expenses on your behalf and Charge them to you, we may ask you to advance the amount of any expenses or forward the relevant invoice to you for payment.

### **3. Reporting of VAT registration number**

We are legally obliged in some cases to provide information to the tax authorities on your VAT registration number and the value of the Services we have provided to you. By engaging the Firm, you are deemed to accept that we will provide such information to the tax authorities in accordance with current regulations

### **4. Invoicing**

**4.1** We believe that regular invoices are a good way to keep you up-to-date on fees incurred and to avoid surprises at the conclusion of a matter. Unless we agree otherwise, we will send you invoices on a monthly basis. We can also provide you with regular Updates of the fees incurred.

**4.2** In certain cases, we will request a retainer before we commence work. The retainer will be used to settle future invoices. The total amount of our fee for the matter may be more or less than the amount of the retainer.

**4.3** Unless otherwise agreed, payment of invoices is due within 15 days of the invoice date.

**4.4** We will Charge interest on any overdue amount from the due date until the date of payment as regards invoices issued by tkslegal Berlin LLP.

### **5. Client identification procedures**

**5.1** New clients may be asked for Professional references.

**5.2** In certain matters, applicable legislation requires us to ascertain our clients' identity and ownership, and to obtain information about the nature and purpose of the matter, before work is begun. We may therefore ask you to provide us, among other things, with evidence of your identity and/or the identity of any other person involved in the matter on your behalf, and, in the case of legal entities, the individuals having ultimate control over them, as well as information and documentation showing the origin of funds and other assets. We are also obliged to verify the information provided to us, and for this purpose may obtain information from external sources. We will retain all information that we have obtained in conjunction with these checks.

**5.3** We are legally obliged to report suspicions of money laundering or financing of terrorism to the relevant financial intelligence unit. We are also prevented by law from informing you of suspicions or that a report has been, or will be, made to the Financial Intelligence Unit. Where there are suspicions of money laundering or financing of terrorism, we are obliged to decline or cease to act in the matter.

**5.4** We cannot be held liable for loss or damage caused to you directly or indirectly as a consequence of our compliance with the obligations we have considered to be incumbent on us under Clauses 3, 5.2 and 5.3.

**5.5** The Firm is a Controller of personal data provided in conjunction with matters or otherwise registered when preparing or administering a matter. We may also Supplement personal data by obtaining information from private or public registers. We process personal data for administration and performance of matters, and for actions taken before matters are accepted. Personal data is also processed so that we can meet our statutory obligations as set out in Clause 5. Personal data may also be used as a basis for our market and client analyses, business and methods development, as well as for Statistical and risk management purposes. We may also use the data for marketing purposes.

**5.6** By engaging us, you are considered to have

accepted that we will collect, store, process and use your personal data for the purposes specified in Clauses 5.2 and 5.5. You are also considered to have accepted that your personal data may be transferred to a third country (i.e. a country outside the EU/ EEA) for the purposes specified in Clauses 5.2 and 5.5. As a rule, we also need to collect, store, process and use personal data on your representatives and beneficial owners, and you are responsible for ensuring that those persons consent to such Processing. If you have any questions about our personal data Processing or require information on the personal data about you that we process, you are welcome to contact us.

## **6. Advice**

**6.1** Our advice is tailored to the circumstances in the specific matter, the facts presented to us and the instructions you give us. Accordingly, the advice may not be relied on in any other matter or used for any purpose other than that for which it was given. Unless we agree otherwise, our advice in a particular matter does not include advice on either tax or potential tax consequences. Our advice includes legal issues in the specific matter, and insofar as we express views or factors considered in non-legal matters, we accept no responsibility for any potential consequences of this.

**6.2** The lawyers, associates and legal assistants of the Firm are only qualified to give advice on the legal position in the Jurisdiction in which they are authorised to practice law and we do not provide advice on the legal position in any other Jurisdiction. Based on our general experience in dealing with other jurisdictions, we may express views on legal issues in another Jurisdiction. This is merely intended to provide the benefit of our experience and does not constitute legal advice. However, we will be pleased to assist you in obtaining the necessary advice from lawyers qualified in other relevant jurisdictions.

**6.3** While it is our policy in certain cases and on a general basis (e.g., by way of newsletters) to inform our clients and others of legal developments, the advice we give you in a matter is based on the legal position at the time it is given. Unless we have specifically agreed otherwise, we do not undertake to update the advice we have provided to take account of subsequent changes in the legal position.

## **7. Limitation of liability**

**7.1** Our liability for damage caused to you as a consequence of error or negligence on our part in performing our work is limited to a sum equal to five times the fee for the matter or 0.5 million Euros, whichever is the higher. A higher amount of liability can be agreed in individual cases.

**7.2** Our liability to you is limited to the damage you incur. Among other things, this means that our liability will be reduced by any amount that may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary, unless it is contrary to your agreement with the insurance provider or third party or your rights against the insurance provider or third party are thereby prejudiced.

**7.3** Except as provided in Clause 7.6, we accept no liability towards any third party through your use of

documents or other advice from the Firm.

**7.4** Unless specifically agreed, we will not accept any liability arising from failure to meet any target date(s) or from failure to complete any part of work for you within a proposed time scale or if, due to events beyond our control, we are unable to start or continue work on a matter.

**7.5** Our liability for error or negligence does not cover any taxes payable by you, unless we have agreed to advise on tax or potential tax consequences and it was clear at the time of our advice that you could have achieved your commercial objectives using an alternative structure or method at no additional cost or risk and would thereby have permanently avoided the payment of such taxes.

**7.6** If, at your request, we agree that a third party may rely on a document produced by us or on advice provided by us, this will not increase or otherwise affect our liability, and we will only be liable to such third party to the extent we would be liable to you. Any amount paid to a third party as a result of such liability will reduce our liability to you correspondingly and vice versa. If we agree that a third party may rely on a document produced by us or on advice provided by us, no client relationship will arise between us and that third party.

**7.7** Notwithstanding the other provisions of this Clause (Clause 7), the Firm will at all times be liable to you for loss or damage caused by an intentional act or gross negligence.

**7.8** All limitations of liability applicable to the Firm under these terms and conditions or any separate agreement with you will also inure in all respects to the benefit of, and apply to, any Partner or former partner of the Firm and any lawyer or any other person who is working or has worked for the Firm or who is engaged or has been engaged by the Firm.

**7.9** The Firm has liability insurance policies adapted to the needs of our business issued by well-known insurance Companies.

## **8. Working with other advisers**

**8.1** We have an extensive network of legal and other advisers in the Nordic countries and world wide and we will be happy to help you to identify and instruct other advisers for a particular matter.

**8.2** If we instruct, engage and/or work together with other advisers, any such advisers will be considered to be independent of us and we assume no responsibility or liability for recommending them to you or for advice given by them, unless we specifically agree otherwise. We do not accept responsibility for fees or expenses charged by such advisers, whether these are paid by us and charged to you as disbursements or whether they are forwarded to you for payment. Any authority to instruct advisers includes authority to accept a limitation of liability on your behalf.

**8.3** When we instruct other advisers we may, at your request, obtain fee quotes from them and/or agree fee arrangements with them. Although we will assist you in any discussions with other advisers, we do not assume any responsibility for such quotes and/or arrangements.

**8.4** If another adviser's liability to you is more limited than our liability, any liability we might have to you as a result of any joint and several liability that we may have with such other adviser will be reduced by the amount of the contribution we would have been able to recover from that adviser if its liability to you had not been so limited (and regardless of whether that other adviser would have been able to pay the contribution to us).

## **9. Communications**

**9.1** We communicate with our clients and other parties involved in a matter in a variety of ways, including via the Internet and e-mail. Although these are effective means of communication, they may involve risks for which we cannot accept any responsibility. If you would prefer that we do not communicate via the Internet or e-mail in relation to a matter, please notify us.

**9.2** Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone.

## **10. Intellectual property rights and confidentiality**

**10.1** The Copyright and any other intellectual property rights in all work products that we generate for clients vest in us, although you have the right to use such work products for the purposes for which they are provided. Unless agreed, no document or other work product generated by us may be generally circulated or used for marketing purposes.

**10.2** We will protect the Information you disclose to us in an appropriate manner and in accordance with the Codes of conduct applicable to members of the Berlin Bar Association and the rules on data protection or the equivalent in the relevant jurisdiction where we operate.

**10.3** When a particular transaction has become publicly known, we may disclose our involvement on your behalf in our Publicity material and on our website. Such disclosure may only contain Information that is already in the public domain. If we have reason to believe that you may be concerned about our disclosure, we will seek your permission before disclosure is made.

**10.4** If you permit us to engage or work with other advisers on the matter, we have the right to provide them with material and other Information that we consider may be relevant in order for the adviser to be able to give advice to or perform Services for you. The same applies to material and other Information that we have received as a consequence of the checks and verifications that we have carried out pursuant to Clause 5.2.

## **11. Conflicts of interest**

We may be prevented from acting for a party if there is a conflict of interest in relation to another client. We therefore check to ascertain whether there is a conflict of interest in accordance with the Codes of conduct applicable to members of the Berlin Bar Association. Notwithstanding such Controls, circumstances may arise that prevent us from acting for you in an ongoing or future matter. If this occurs, we strive to treat our clients equally, taking account of the Codes of conduct

applicable to members of the Berlin Bar Association. Accordingly, it is important before and during the matter that you provide us with the information you consider may be relevant to determine whether or not there is an actual or potential conflict of interest.

## **12. Document retention**

**12.1** During the life of a matter, we may store documents and work products produced by us or by you or a third party electronically in a matter-centric System in order to provide the team working for you with easy access to necessary information.

**12.2** After the conclusion of a matter, we will keep (or store with a third party) all documents and work products generated in a matter, whether on paper or electronically, that we consider to be significant, for a period that we deem to be adequate for that particular type of matter, however under no circumstances for a period shorter than that required under the rules of the relevant bar association.

## **13. Complaints and Claims procedures**

**13.1** We are committed to ensuring that you are satisfied with our Services and that we meet your expectations. If, for any reason, you are dissatisfied or have a complaint, you should notify your partner as soon as possible. We will investigate your complaint and try to answer your questions.

**13.2** Any Claim relating to any matter on which any legal entity of the Firm has advised you should be made to our managing partner as soon as you have become aware of the relevant circumstances. No Claim may be made more than twelve months after the later of (i) the date the last invoice was issued for the matter to which the Claim refers or (ii) the date the relevant circumstances were known to you or could have become known to you after reasonable investigations.

The limitation period for Claims against the Firm's branches in Germany is three years, beginning at the end of the year in which (i) the Claim arose; and (ii) you have or should have obtained knowledge of the circumstances giving rise to the Claim (Section 199 of the German Civil Code, *Bürgerliches Gesetzbuch*). However, Claims against the Firm's branches in Germany (or their representatives or employees) founded on intent or gross negligence, and Claims for damages for injury to life, body or health are subject to the Statutes of limitation instead of the limitation periods stated in Clause 13.2, unless those limitation periods are shorter than the Statutes of limitation.

In no circumstances can a Claim be presented later than ten years after the advice to which the Claim relates was given.

**13.3** If your Claim against us is based on a Claim against you by a third party or any tax authority or other public authority, we will be entitled to answer and settle such Claim on your behalf, provided you are indemnified by us. If you settle, compromise or otherwise take any action relating to such Claim without the consent of our managing partner, we will have no liability for such Claim.

**13.4** If you are compensated by us for any Claim, then,

as a condition for such compensation, you will be obliged to transfer the right of recourse against third parties by way of Subrogation or assignment to us or to our insurers.

#### **14. Amendments**

These terms and conditions may be amended by us from time to time with effect for the future. The latest Version can always be viewed on our website: [www.tkslegal.de](http://www.tkslegal.de) Amendments to the terms and conditions will become effective only in relation to matters initiated after the amended Version is posted on our website. A copy of the latest Version of these terms and conditions will be sent to you on request.

#### **15. Governing law and jurisdiction**

**15.1** These terms and conditions and all issues regarding them or any matter on which we have advised you are governed by and will be construed in accordance with German law.

**15.2** Except as stated in Clause 15.3, any dispute, controversy or claim that may arise out of or in connection with these terms and conditions or the breach, termination or invalidity thereof or regarding any matter on which we have advised or failed to advise you, will, at your request, be finally settled according to the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law unless otherwise provided in Clause 15.3 below. The place of arbitration will be Berlin, Germany. The chairman of the arbitral tribunal must be qualified to hold judicial office as set forth in Section 5 of the German Judiciary Act (Deutsches Richtergesetz). If any party requests arbitration pursuant to this Clause 15.2, then all disputes arising between you and tkslegal Berlin LLP arising out of the same matter will be resolved by the same tribunal and in accordance with this Clause 15.2. However, if a dispute between you and tkslegal Berlin LLP is already pending before another arbitral tribunal in relation to the same matter, that tribunal will resolve all disputes in relation to that matter in accordance with the arbitration agreement governing the pending arbitration.

**15.3** Notwithstanding Clause 15.2, we will be entitled to commence proceedings for the payment of any amount due to us in any court with jurisdiction over you or any of your assets.

#### **16. Notary's office**

- The following professional regulations apply to the notary's office:
- Federal Code for Notaries (Bundesnotarordnung)
- Code of Authentication (Beurkundungsgesetz)
- Court and Notary Fees Act (Gerichts und Notarkostengesetz - GNotKG)
- Professional Regulations for Notaries (Dienstordnung für Notare)
- Expenses law (Kostenordnung)
- European Code of Ethics (Europäischer Standeskodex)

These professional regulations are available on the website of the Bundesnotarkammer at [www.bnotk.de](http://www.bnotk.de).

The supervision of notaries in the State of Berlin is exercised by the President of the Regional Court of Berlin, the President of the Court of Appeal and the Senate Administration for Justice of the State of Berlin, whose website can be accessed at [www.berlin.de/sen/justiz](http://www.berlin.de/sen/justiz).