

General Terms and Conditions Law Firm Feinen (09/2022)

for all our clients

- hereinafter called „lawyers“ -

The client agrees upon the following terms and conditions for all existing and future mandates:

1. The client entrusts the lawyers to represent the clients interests during out-of-court proceedings. The latter shall include, but shall not be limited to, composing claim(s), settling the matter out of court (after clearance with the client), receive payments of the debtor (issued-directly for the beneficiary "the client") and presenting all legal and financial documentation on behalf of the client.

In case of court proceedings the client authorizes the lawyers to represent the clients interests during court proceedings. Legal proceedings will only be initiated after express consent by the client. The latter shall include, but shall not be limited to, composing claim(s), filing relevant statements in court, rising motions, giving testimonies, settling the matter out of court, paying court fees, presenting all legal and financial documentation, executing other civil and administrative law actions on behalf of the client.

The client entrusts the lawyers with the counsel and the procuration in legal affairs of the client. Counsel concerning tax law and foreign law are not subject of this contract. The legal advice and representation of the lawyers is exclusively based on the law of the Federal Republic of Germany. The lawyers are legally bound by confidentiality and professional rules and the attorney-client-privilege.

2. It is agreed between the Parties to co-operate by the following terms:

- no retainer fees (fees in advance) in prelegal proceedings (out-of court),

In the event of an out-of-court debt collection success, the lawyers charge a success fee (commission fee, success fee) of 10 % to 2 % of the amounts collected, depending on the amount of the claim, in cases abroad (EU and worldwide cases 15-20 %). The specific fee is stated in the lawyer's order confirmation or on request. Of course, a different fee is negotiable.

- Court proceedings and litigations are charged by the legal table in Germany for courts and lawyers (RVG, Rechtsanwaltsvergütungsgesetz). A costs estimation will be send on request.

Court fees including postal charges and other ancillary costs or expenses for courts and authorities (according to the statutory table for lawyers and courts in Germany) are to be approved by the client.

Attorneys' fees shall be charged if the claim is seriously disputed or was already disputed at the time of accepting the mandate or if the debtor appeals in court proceedings that have already begun.

If the claim is already disputed out of court, the attorneys reserve the right to charge a fee in the amount of the agreed success fee in any case. These fees shall be paid to the attorneys prior to the commencement of the proceedings.

The lawyers are free to claim further fees against the debtor (company), in particular in the amount of the agreed commission, but also for demanded legal fees under German law. The lawyers are entitled to deduct these fees from any payment made by the debtor if the claim has not been disputed or acknowledged (by payment of instalments or declared consent).

The lawyers are able to provide you with information about the debtor like credit reports of the most famous credit rating agencies in Germany. The lawyers co-operate with **creditsafe, Creditreform, SCHUFA, CRIFBürgel** and other credit-rating agencies. The lawyers would send a table of fees and costs on request. Otherwise debtor information and inquiries in databases or corresponding service providers are not owed and not free of charge.

If the client do not want to order a check the debtor all information about the debtor (company) are not legally binding.

If no remuneration agreement has been reached, the billable fees of the attorneys, act in accordance with the object value based on the Law for remuneration of lawyers in Germany (§ 49 b V BRAO and RVG).

3. These conditions are not applicable in insolvency proceedings of the debtor. In such cases we charge for a flat of around 150-650 EUR for filing the claim to the administrator, conducting and monitoring proceedings. The amount is depending on the amount of the claim and the extent of paperwork to manage. The lawyers will send an estimation on costs on request of the client.

4. The lawyers do not initiate court proceedings without any prior consent of the client. The client entitles the lawyers to claim and sue the debtor for any legal fees occur in accordance to German Law in case the debtor pays the total amount of the principal (main) debt directly to the client.

However, the Client shall pay a fee in the amount of the agreed contingency fee, but not less than a lump sum of EUR 120, if the debtor pays the Client directly after the attorneys have been engaged. The same applies if direct arrangements are made with the debtor after we have been instructed.

Upon receipt of a payment, be it a full payment of the claim or a partial payment or instalment, we first deduct our statutory fee claim from the amount received.

5. Claims of the lawyers are due with their origination. The client agrees on the fact that money which has been received by the lawyers can first be charged for the coverage of the due fees and expenses in each case - also from other mandates of files.

Claims of the client concerning charges and fees against third parties will be assigned on account of performance to the lawyers in the amount of all claims of the lawyers. The lawyers are any time entitled to disclose the assignment.

6. The client informs the lawyers immediately in case the client receives payments from the debtor, especially the exact amount of the payment and the date of credit to the client's account. The client agrees to inform the lawyers about all the details of the case and provides them with all documents available and necessary to act on behalf of the client.

7. Because of strict tax regulations in Germany the lawyers need the VAT-Id-No. (value added tax registration number, TVA or UID-Nr.) of the client's company situated in Europe and if applicable. As long as a valid No. is not provided the lawyers are entitled to hold back any payments.

8. The client agrees in communication by email and Internet under the usual and common standards of those and the fact that it is not possible to secure data integrity to full extent.

The lawyers offer to correspond by digital file access and secure upload of documents by Online Registration Form on the websites of the lawyers from all over the world (Online Client Registration-OCR). The lawyers offer different options to send orders and documents via the website in a datasecured manner and GDPR -compliant.

The client accepts no liability of the lawyers for the safety of all types of data received by email or by website and Internet.

The Data Protection Declaration is attached to this agreement and is part of the agreement between the parties and can be found on our website debtcollectionagency.de/Imprint.

9. The contracts, conceptions, expertises, summaries and calculations which have been developed within the scope of the mandate may be used only for purposes of the client; the disclosure to third parties is allowed only with written agreement of the lawyers. The copyright remains exclusively with the lawyers.

10. The lawyers retain the reference file for a period of six months after termination of the mandate. As far as the lawyers asked the client to collect the reference file the duty of the lawyers to retain expires before the expiration of the five-year-term if the client did not meet the obligation for collection within six months after receipt of the request (§ 50 Abs. 2 BRAO).

11. In matters of slight and/or gross negligence the litigation of the lawyers for every individual assignment- also in case of several claimants- is limited to the sum insured by the professional liability insurance (EUR 1 million). In case that the client wishes a higher coverage, the client has to notify the attorneys in writing.

12. The correspondence language is German or/and English. The litigation in cases of slight negligence concerning translation errors or other errors in the processing of foreign-language documents is excluded.

13. Claims of the lawyers are due with their origination. The client agrees on the fact that money which has been received by the lawyers can first be charged for the coverage of the due fees and expenses in each case - also from other mandates -.

14. All contracts and assignments are exclusively governed by German law. Any conflict or dispute derived from this contract or in relation to this contract including any matter regarding its existence, validity, termination, interpretation or execution will be definitively submitted and resolved by the Courts and Tribunals of Köln (Cologne), Germany. The jurisdiction for entities incorporated under German public law or specialised entities subject to German public law shall be Köln, Germany.

15. Set-off and retention in relation to the claims of the attorneys is excluded unless the counterclaims are admitted or adjudicated.

16. The client agrees to sign and send back a **Letter of Authorization** (proxy, PoA) by e-mail first to avoid discussions with the debtor about the mandate of the lawyers.

It does not rule any conditions. It is a legal requirement in Germany to present a signed proxy to the debtor. The debtor can refuse any communication and also bailiffs, courts and other authorities are requested by law to demand a signed LoA with original signature send by post.

As long as a valid PoA/LoA is not provided the lawyers are entitled to hold back any payments and the client accepts that usual work of a lawyer can not be provided. A Power of attorney is required to collect information from the affiliated service providers, credit rating and credit reporting agencies of the lawyers, legally needed in correspondence with authorities, banks, enforcements and insolvency.

17. What the lawyers don't work on:

The lawyers are not active in cases of criminal complaints and prosecution, criminal law, social law, tenancy law, administrative law, construction law, capital investment law, insurance law, family law and inheritance law.

The lawyers are not private detectives and do not investigate on site.

18. This agreement shall apply in the event of acceptance by placing the order to the lawyers, in particular in the event of sending the invoices or details of the debtor (company).

19. If any clause of this agreement is legally invalid, this shall not affect the validity of the agreement as such and the remaining clauses.

The contractors each received one copy of this agreement.

Messages should basically be sent to the following e-mail account:
kanzlei@wirtschaftsinkasso.com

Please do not hesitate to contact us in case of any queries.

Your Law Firm Feinen 03/2023