

General Terms of Service

of Schnorbus Helmhold Wardemann PartGmbH Wirtschaftsprüfer - Steuerberater - Rechtsanwälte
(as of November 2017)

1 Scope

These General Terms of Service (hereinafter **AAB**) apply to any and all agreements on tax, legal and other services, or services of a public accountant (hereinafter **Assignment**), concluded with Schnorbus Helmhold Wardemann PartGmbH Wirtschaftsprüfer - Steuerberater - Rechtsanwälte (hereinafter **Contractor**), in relation to both the contracting parties themselves (hereinafter **Clients**) and third parties that assert claims against the contractor from the Assignment.

These AAB do not apply to situations where a Contractor's partner or staff member enters into a contractual relationship not in the name of Contractor, but in his or her own name, expressly or due to statutory requirements, e.g. for statutory audits. The contract conditions of such an assignment are governed by the conditions agreed upon from time to time, such as the General Terms of Service for Public Accountants and Public Accounting Firms of the Institute of Public Accountants (Institut der Wirtschaftsprüfer) of 1 January 2002.

2 Remuneration

The parties will define the remuneration for the services mentioned in article 1 by separate remuneration agreement.

3 Documents provided by the Client

The Contractor will deem facts presented by the client, in particular figures, to be true. Verifying correctness, completeness and compliance of provided documents and figure is only part of the Assignment if agreed upon in writing.

4 Confidentiality / Communication

The contracting parties may use electronic media to exchange and communicate information. Such use does, as such, not constitute a breach of confidentiality under the engagement letter. The contracting parties acknowledge that the electronic communication of information (in particular by e-mail) bears risks.

5 Involvement of Third Parties

In the execution of the Assignment, the Contractor may involve staff members, external experts as well as data processing companies that by professional standards or by contract are obliged to maintain confidentiality.

6 Warranty

The Contractor can remedy obvious errors – spelling mistakes, miscalculations – at any time, also towards third parties. The Contractor can remedy other errors towards third parties upon the Client's approval. Approval is not needed when legitimate interests of the Contractor take precedent over the Client's interests.

7 Liability

The Contractor's liability for damage resulting from breach of duty in the performance of an Assignment, or from several breaches causing the same damage, shall be limited to 10 million EUR. The limitation applies to simple negligence only.

The limitation of liability applies to the entire work of the Contractor for the Client, thus to all Assignments and subsequent Assignments awarded under article 1. For these Assignments, there is no need to agree on the limitation of liability again.

The limitation of liability to 10 million EUR also applies towards third parties as long as they are protected by the consultancy agreement. Section 334 BGB (German Civil Code) is not excluded.

8 Client's Duties

The Client has to ensure that all documents needed for the execution of the Assignment are provided to the Contractor in due course and without request, and that the Contractor is informed about all transactions and circumstances relevant for the execution of the Assignment. This also applies to documents, transactions and circumstances arising during the Contractor's work.

At the Contractor's request, the Client shall confirm completeness of provided documents and information by furnishing a written declaration drafted by the Contractor.

The Client is obliged to honour the Contractor's requests to install and use computer programs. The Client is entitled to use, copy or disseminate the programs only to the extent prescribed by the Contractor. Usage rights continue to vested in the Contractor.

9 Termination of Contract

Unless provided otherwise, the contract is entered into for an indefinite period of time. It does not terminate if death, incapacity to contract or dissolution of the Client, or succession occurs.

Each party may terminate the contract at any time and with immediate effect – except at an inopportune moment –; termination must be made in writing.

In case of a termination of the contract, in order to avoid legal detriments, acts that are reasonable and can not be deferred must be performed in any case.

Upon termination of the client relationship, the Contractor shall make available all documents it was provided with for collection by the Client at the Contractor's principal place of business.

10 Storage, Return

Contractor will store documents provided to and drafted by it in connection with the execution of an Assignment, as well as correspondence related to the Assignment, for a period of ten years.

Once the Contractor's claims from the Assignment have been settled, it will, at the Client's request, return all documents received by or for the Client in the course of its Assignment. This does not, however, apply to correspondence between Contractor and its Client and to original or copied documents Client has already received. Contractor may make and retain copies of documents returned to Client.

11 Governing Law, Jurisdiction, Language

The Assignment is governed by German law. For business people, place of jurisdiction is Neuss. The English version is a translation of the original German Terms of Service. In case of doubt, the German version shall prevail.