

GENERAL TERMS AND CONDITIONS

LELKES IP*, Law Office for Patent Law und Contract Law (Representative)

Initiation of an Attorney-Client Relationship

When initiating contact regarding a new matter, the party presenting the new matter will discuss with Representative whether or not an attorney-client relationship regarding that matter will materialize. That discussion will be used to determine the services to be provided, timing for providing those services, a budget for providing those services and whether or not representation would give rise to a conflict of interest. Such exploratory discussions are generally free of charge.

Formation of an Attorney-Client Relationship

Acceptance of representation will be documented in writing and confirmed in a retention letter countersigned by the client. The retention letter confirms the nature and scope of the commission, compensation terms and conditions, and an agreed liability limit.

Termination

The client and Representative may terminate the attorney-client relationship in writing at any time. The obligation to compensate Representative for services, expenses incurred and financial obligations to third parties incurred prior to termination shall survive termination. When Representative initiates termination, the Representative shall take care that the client shall have sufficient time to find alternative representation except when there are grounds for immediate termination.

Liability Limit

Unless agreed otherwise, Representative's professional liability for his services is limited to two million euro (EUR 2 million) per claim.

File Management

The client shall refer to Representative's matter designation (aka "file number") in all correspondence with Representative. Representative is entitled to charge a handling fee of up to EUR 30 for handling correspondence without Representative's matter designation. All matters are stored by Representative electronically in a data cloud in accordance with EU data protection regulations.

Correspondence

Unless agreed otherwise, all correspondence, with the exception of forwarding officially certified documents, will be conducted electronically. Representative offers an EU-compliant cloud service for transferring documents containing sensitive information. In the event that the client does not use, or intend to use, that service, the mode for conducting correspondence is the client's responsibility. When the client has not indicated a desire to encrypt correspondence, Representative is entitled to conduct electronic correspondence without encryption.

Invoicing

Services will be charged according to either a flat fee or based on the time required to carry out the service. Standardized flat fees are specified in Representative's schedule of fees, which is updated on a regular basis. Time-based fees are charged at 0.1 hour intervals at an agreed hourly rate. Flat fees for specific services or procedural steps not listed in the schedule of fees will be considered on request.

Expenditures, when not included in a flat fee, are charged at cost (i.e., without surcharge). Currency exchange rates correspond to the published bank-to-bank rate plus 2 percent determined at a time between the date on which the currency exchange took place and the date of the invoice. Invoices can be issued in various currencies and in LEDES-Format. Unless agreed otherwise, invoices are transmitted electronically in pdf-A format.

In the event of a new attorney-client relationship and in the event that payment of invoices is in arrears, Representative is entitled to require prepayment before providing services and incurring expenses on the client's behalf. When invoice payment is in arrears, Representative reserves the right to charge interest on the unpaid amount at 0.2 percent per day.

Debt collection fees and legal fees for pursuing payment of unpaid invoices shall be borne by the debtor client.

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