

**Conditions for the Administration of Funds****1. Preamble**

Rumpf Law Firm, in the framework of its legal consultancy and litigation services, offers the receipt and administration of monetary funds for its clients according to the following conditions.

The Law Firm, as an Escrow Agent, is bound to the professional regulations of attorneyship under German law.

**2. Parties**

Parties to the escrow agreement are the Law Firm and the Client. However, the Client is free to make an agreement with third parties, by which the Law Firm is charged with the receipt and forwarding of funds, under the condition, that the internal relationship between the Law Firm and the Claimant remains unaffected and that the Law Firm does not undertake any responsibility in view of the third person. This also applies if

- the third person undertakes the payment of escrow management fees;
- the Law Firm agrees with the Client to act in favor of the third person;
- the third person undertakes to accept affection by certain actions of the Law Firm.

Any approval by the Law Firm to take action under an agreement made between the Client and a third person, related to escrow management by the Law Firm, shall be understood solely as acknowledgment of declarations made by the Client related to escrow management.

Under no circumstances the Law Firm shall be obliged to take action or omission in view of the third person.

**3. Compliance**

The Law Firm is charged, under German statute law and as an exception to the principle of confidentiality as a professional rule, with the duty to provide the public authorities and the banks with any information that may be relevant for the combat and prohibition of money laundering. In case of an indication that the origin of funds is of an illegal nature, the law firm may reject accepting funds on its escrow account.

The Client must provide the Law Firm, on its request, with detailed information as to the origin of monetary funds. This also applies on the third person according to section 2 of these Conditions. The Law Firm must not disclose such information to any third party, unless it is legally mandatory to do so on the order of competent public authorities or the bank, where the escrow account is located, or if such disclosure is in the evident interest of a due execution of the agreement between the Parties.

**4. Management Agreement**

By conclusion of an agreement between the Parties or an agreement between the Client and the third person under section 2 of this Agreement, the Law Firm is deemed to be ordered and empowered by the Client to receive and forward funds such as purchase prices, commissions, disbursement of costs.

The funds must be held apart from the asset values of the Law Firm on an account (escrow account) of a Bank determined by the Law Firm at its full discretion. Payments must be transferred to this account only. This does not exclude, in case of need, the Law Firm's request to make the transfer to a business account for the purpose of forwarding it as soon as possible.

In case that funds are transferred on an account of the Law Firm for the purpose of forwarding it to third parties or to the Client, these Conditions shall apply.

The Law Firm is under no condition obliged to comply with third parties' instructions.

Outgoing payments shall be made under the condition that the receiving issues an invoice according to the instructions of the Law Firm. In case that the Law Firm fails to make correct instructions, the general regulations on invoicing shall apply. As a matter of principle, no payment shall be made without invoice.

The Client or the third party shall make payments to the escrow account in a manner that covers escrow management costs and fees.

Payments by the Law Firm shall be made by ordinary transfer methods, unless no other method is expressly agreed in writing, under the condition that the executing bank allows such method to be applied and that no other obstacles render the transfer impossible (insufficient funds, business hours restrictions, compliance measures and similar).

If the rights and duties of the law firm remain unclear or if orders cause any doubt as to their content and scope and their admissibility, the law firm shall act in full discretion and shall be entitled to reject forwarding or returning a payment before final clarification of the issue.

## **5. Fees**

Under reservation of another agreement, the fees for the escrow services apply for every individual payment according to the scope of the business and the amount of the capital. They reach from 0,3% to up to 3% of the incoming amount. In case of any doubt the law firm shall determine an appropriate fee.

The fee shall fall due with the arrival of the funds on the account.

Banking fees on incoming funds shall be charged to the Client, banking fees on outgoing funds shall be charged to the recipient.

The value added tax (Germany: 19%) shall be added if prescribed by law.

The Law Firm is entitled to deduct its fee from the incoming payment and to transfer it on its own account. The VAT must be stated separately in the invoice if prescribed by law. The invoice shall be directed to the Party or the parties (proportionally) which is/who are charged with the payment of the fees. In case of doubt, section 4 paragraph 8 applies.

## **6. Limitation of Liability**

The liability of the Law Firm for the escrow services arising from any case of negligence, as admitted by law, shall be limited to the amount paid by the insurance but not more than 1,000,000.00 (one million) Euro (§ 51a Bundesrechtsanwaltsordnung – Law on the Legal Profession). The Law Firm does not undertake any liability for loss of profit.

The Law Firm is not liable for any third person who is not employed by employment agreement in the Law Firm, or other subsidiaries or the bank.

The Law Firm is not liable for delays caused by compliance investigations. The Law Firm is not liable for any indirect damages or loss of profit that may occur to the disfavor of one of the Parties.

On request, the law firm shall conclude a higher insurance, on the expenses of the Party who makes such request.

The Client shall be responsible for ambiguity of his instruction.

## **7. Data Protection**

The Law Firm complies with the regulations of data protection. More information can be obtained at [https://www.rumpf-legal.com/en/downloads/Datenschutzerklärung\\_RR\\_engl.pdf](https://www.rumpf-legal.com/en/downloads/Datenschutzerklärung_RR_engl.pdf).

## **8. Miscellaneous**

In case of any doubt as to the interpretation and application of these conditions or in case that one or more

sections of these conditions are void or not applicable, the relevant regulations of the law of attorneys and the RVG shall apply. The Law Firm must comply with the professional rules.

These conditions shall apply, unless the involved Parties have not agreed otherwise in writing.

The courts of Stuttgart shall have jurisdiction.