

Compensation Agreement

between

the attorney Dr. Achim-R. Börner,
Zülpicher Str. 83, 50937 Cologne

- the Lawyer - -

and

...

- the Client -

For the activity of legal advice and legal representation and any further activity in the matter: ...

as well as any other proceedings and dealings, in which the Client mandates the Lawyer with his consent, it is agreed that exclusively German law applies and that the following compensation shall be paid:

In view of the importance of the matter and instead of the fees under the relevant legislation, the Client shall pay to the Attorney a fee in the amount of EUR per hour (in words:Euro), however at least as a minimum the highest amount due under the Lawyers' Compensation Act (Rechtsanwaltsvergütungsgesetz, RVG), all of this plus value-added tax in the amount as provided by the laws.

The activity will be accounted for in intervals of each started unit of 10 (ten) minutes. Travel and transfer times shall carry half the hourly rate. For the times put in by professionals, an equitable percent reduction of the hourly rate may be agreed or, in the absence of an agreement, determined equitably by the Lawyer.

All compensations and cost due under this Agreement shall be payable at the earliest point of time of their arising, as well as adequate advance payments. All expenditures as e.g. cost of travel, daily fees, compensations for absence from office, typing cost etc. are due separately, as well as the value-added tax on any net amount.

The Client has to reimburse the Lawyer for copies and photocopies, whenever their production seemed advisable, under § 1 and No. 7000 RVG, this also, if these are categorized as other cases of production of additional copies and photocopies under the Law (RVG). The number of

copies is estimated by the Lawyer in his due discretion; it is not necessary to render specified proof for the number of copies.

Communication cost shall reimbursed as follows:

- Telefax messages are compensated at 0.50 EUR per page.
- Non-domestic telephone calls and special deliveries (registered mail and the like), non-domestic mail and courier services are due in addition and have to be listed.
- For other postage and telephone cost the Lawyer may request a lump sum of 20,-- EUR for each started month or may fix the adequate amount at his due discretion.

Travel by car will be reimbursed in accordance with § 1 and No. 7003 RVG.

The result of the proceedings is without influence on the amount of compensation.

This Agreement shall govern the full work of the Lawyer and other legal personnel of the Law Office in the named matter and any other, for which the Lawyer is mandated.

Any claims for cost reimbursement and any other Client's claims against the court cashier's office and other parties obligated to compensate the Client are herewith assigned by the Client to the Lawyer in the amount of his claims under this Agreement; the power to communicate this Assignment to the obliged third party in the name of the Client, is herewith conferred to the Lawyer.

It is known to the Client that this Agreement differs fundamentally from the compensation provided under the law (RVG), and that in case of winning in court and in case of cover under a legal expenses insurance the recovery of expenses is available only for the - presumably lower - legal fees or the fees as determined by the court.

The Lawyer may store, change and process all data in his office and may communicate via email with the Client without encryption, unless the Client advises to the contrary in writing.

In case of a conflict between the Client and the Lawyer, the latter consents to conciliation. For the procedure of conciliation see:

- Platform of the European Union for extra-judicial dispute resolution:
<http://ec.europa.eu/consumers/odr>
- For monetary disputes up to a value of 50.0000 EUR:
Schlichtungsstelle der Rechtsanwaltschaft, Rauchstraße 26, D-10787 Berlin, +49-30-2844417-0, schlichtungsstelle@s-d-r.org,
www.s-d-r.org

Cologne, this ... day of

.....

(Lawyer)

....., this ... day of

(Client)

.....

(name in print)

law firm stamp

corporate seal

Liability Agreement

between
the lawyer Dr. Achim-R. Börner,
Zülpicher Str. 83, 50937 Cologne

- the Lawyer -

and

...

- the Client -

For the legal advice, legal representation and any further activity in the
matter of

....

as well as for all other proceedings and dealings, in which the Client
mandates the Lawyer with his consent, it is agreed that exclusively
German law applies.

The Lawyer contracts with service providers, lawyers tax consultants and
accountants with subpower of attorney and experts in agreement with
the client and on the client's account.

The lawyer shall not be liable for third party translations, but shall assign
all claims against them to the Client.

The Lawyer's liability is - other than in case of intent - limited to the
amount of existing liability cover of up to 2.55 Mio EUR for one case and
a maximum of two cases; in case of need, the cover will be distributed
pro rata to the claims. The Lawyer has offered to increase the cover for
the matter indicated above, insofar as such an increased cover can be
agreed and the Client reimburses any additional premium. The Client
does not want such additional cover. The Client does not insist on his
legal right that the Lawyer raises the amount of his cover to 30 Mio EUR
at his own cost.

Cologne, this ... day of ...

..., this ... day of

(Lawyer)

(Client)

law firm stamp

(in print)
corporate seal