

# Fee Agreement

between

**K u t h e r   &   P a r t n e r**

**Rechtsanwälte · Notare GbR**

Falkensteiner Str. 77, 60322 Frankfurt am Main

Tel. (069) 94 54 76-0, Fax (069) 94 54 76-20

and

We are pleased that you decided to entrust us with your matter. For the remuneration of our services the following is agreed:

1. We invoice an hourly rate of EUR 250,-- (Euro twohundredandfifty) plus VAT (currently 19 %) for our services, including legal services and travelling-/standby-time. In court proceedings the minimum fee will be charged according to the statutory schedule of fees.
2. Our monthly (or for a shorter period, if appropriate) invoice shall contain a detailed overview on each matter in which services were provided. In addition to the time fees, our invoice shall specify disbursements that we deemed to be necessary (e.g. court and certification fees, expenses for travelling, translation and research) as well as our internal administration costs for additional services. All other office costs, e.g. postage, courier-services, telecommunication etc. will be invoiced with a fixed lumpsum of 5 % of the invoiced time fees.
3. With regard to the amount of our services or the related disbursements it can become necessary to ask you for an advance payment with regard to our fees, disbursements or costs.
4. We can give you a forecast of the estimated fees before starting the work, in order to support your budgeting of costs. However, such an estimation cannot be a binding upper limit.
5. Our invoices shall be issued monthly (or for a shorter period, if appropriate) for the preceding month and are payable on receipt. In case of delay of payment for more than 30 days after invoicing, we have to reserve the right to suspend our services until full payment. We shall be entitled to cash in due invoices out of the funds received on your account and/or held on trust.
6. In case that services which are charged by hourly rates evolve into litigation, charged according to statutory fees – or vice versa -, fees that have already been paid or fallen due shall not be taken into account or set off from the fees in the new stage of the matter. We would like to point out that statutory reimbursements by the opposing party just cover the – sometimes lower – statutory fees.
7. If you want to insure your risk to a higher amount than the agreed liability cap of EUR 500,000 this will be done on your expense. A separate agreement and invoice will be set up for this complementary insurance.

Frankfurt am Main, the .. .....  
(on behalf of Kuther & Partner)

....., the .....  
(client's signature)