

I have read and agree to the terms and conditions of business set out in this letter and the accompanying 'Terms of Business and Costs Information'.

.....
Signed

TERMS OF BUSINESS AND COSTS INFORMATION

General

Thank you very much for instructing Eulberg & Ott-Eulberg to act for you on your behalf.

Responsibility for the Work

We aim to give an efficient and effective service. In the unlikely event that you are unhappy with any aspect of our service please feel free to raise the matter with us and we will endeavour to resolve the problem.

Office Hours

Our offices are open from 8.00 a.m. until 5.00 p.m. every weekday, although there may be a skeleton staff during lunchtimes.

Service Standards

We will update you either telephone or in writing with progress on your matter regularly. We will communicate with you in plain language. We will explain to you by telephone or in writing the legal work required as your matter progresses. We will update you on the cost of your matter every six months. We will update you on whether the likely outcomes still justify the likely costs and risks associated with your whenever there is a material change in circumstances. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. We will continue to review whether there are alternative methods by which your matter can be funded.

Responsibilities

We will review your matter regularly. We will advise you of any changes in the law. We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

You will provide us with clear, timely and accurate instructions. You will provide all documentation required to complete the transaction in a timely manner. You will safeguard any documents which are likely to be required for discovery. You will pay any monies due to us in a timely manner.

Client Information

The law requires Solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because Solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. Unless you have already done so, please let us have:

Proof of your name

Your current Passport *or* if you don't have a Passport, any one of these documents:

- a current National Identity Card (for EU Nationals only)
- a current Identity Card
- a current, Driving Licence

Proof of your address

At least one of the documents set out below, which must be the most recent copy received and less than three months old:

- a gas, electricity or phone bill. Mobile telephone bills are not acceptable
- a council tax bill
- a bank, building society or credit card statement
- a mortgage statement
- a home insurance certificate or policy
- a motor insurance certificate or policy
- a TV licence renewal notification

We reserve the right to refuse to act if in our view insufficient evidence of identity is forthcoming.

Information on our Charging Basis

We enclose confirmation of our fees and expenses. Some of the expenses may be estimated where we do not have full information for example in relation to search fees or charges by a third party. We will provide revised figures when precise information is available. In any event we will tell you how much the costs are every six months and in appropriate cases deliver interim bills at agreed intervals. Fees are estimated on the basis of information currently available to us and may vary because each transaction is different. We will endeavour to inform you in writing if any difficulties arise and which are likely to make the fees higher than estimated. You may set an upper limit on our costs for which you will be liable, without further authority. Any such limit must be notified to us in writing. Should we reach that limit without authority from you to increase the limit appropriately, we would not be able to do any further work on your behalf.

We will also charge VAT on our fees and expenses and the cost of directly attributable expenses. Examples of chargeable expenses include court, agents', courier and search fees, bulk photocopying charges, travel costs and other items where we incur an expense solely to carry out work for you.

Some solicitors charge for "miscellaneous expenses" to cover their general office overheads such as faxes, postage and telephone charges. We do not unless it is detailed in the accompanying letter.

OTT-EULBERG EULBERG

ERBRECHTSKA NZLEI

Except in cases where a fixed fee has been agreed, we calculate all of our fees on the basis of the actual time spent unless you have been given a fixed price quotation. The time is charged in one-minute units and the hourly for the transaction is currently as shown in the attached estimate/covering letter. Telephone calls made and received are charged in units of one minutes. Clients are being charged for the fee earner's time engaged on the telephone, not the cost of the call.

The hourly rate may rise during the course of a transaction in which case that higher rate will apply from the relevant date. We will inform you if this happens.

In the event that the transaction fails to proceed then the firm's charges will be calculated by reference to the time spent at that stage together with VAT and any expenses paid on your behalf. This also applies to matters in which an agreed "fixed price" quotation has been given.

Your rights in respect of our charges

If you are dissatisfied with our please firstly speak to the person who dealt with your case. If you still have concerns doing so you ask us to deal with your concerns under our Complaints Procedure a copy of which we will send you and which sets out how we will deal with your complaint.

Our Complaints Procedure also explains that you can refer your complaint to the Legal Ombudsman if you are not satisfied with our response to it. The Legal Ombudsman is the body which deals with complaints against Solicitors (Rechtsanwaltskammer München).

If all or part of your bill remains unpaid for one month after it has been sent to you the firm may be able to charge interest on the outstanding amount.

Costs Estimate

See covering letter.

Acting for Limited Companies

Where we act for a limited liability company, we only do so on the basis that the director(s) of the company giving us our instructions agree to indemnify us for our charges if the client company does not pay. By giving us instructions the director confirms his/her agreement to so indemnify us.

Account Payments

We may ask you to pay us money "on account" either before we start working on a matter or during the course of a matter. If so, we will hold that money in a client account separately from our firm's own funds. We will use the money to pay expenses, and to settle our invoices. We will return to you any balance left over at the end of a matter. We may decline to continue acting for you if you do not pay money on account when requested to do so. Alternatively, we may stop working until the money on account, which we have requested, is paid to us. We will tell you if we decide to do this.

We generally invoice the matter either when the transaction is completed or when it ends but we reserve the right to raise interim invoices at our discretion. Where an invoice is rendered before completion, we may include an allowance for the estimated time to complete the matter. However, if the matter does not complete as anticipated (for example if completion is delayed because one party cannot complete on time) we reserve the right to raise a supplementary invoice for any additional work involved.

All accounts are due for payment on demand and overdue payments will attract interest at the rate of 8%. We reserve the right to refuse to complete a transaction where fees remain outstanding at the completion date. We may decline to continue acting for you if any of our invoices are not paid when due, or stop working until all outstanding invoices are paid up to date.

Receipt of Monies from You

Solicitors` practices are subject to very strict rules with regards to "Money Laundering". To enable us to comply with the rules, as a general rule we will not accept cash payments. In exceptional circumstances we may be prepared to accept up to 20.000 Euros in cash subject to prior agreement being obtained from the fee earner dealing with your case. Normally, payments should be made to us by cheque, debit card, credit card or bankers draft. If you deposit cash directly with your bank, we may have to charge you for any additional checks we decide are necessary to prove the source of the funds.

Documents und Files

After completing work for you on any matter we are entitled to keep all your papers and documents whilst there is any money owing to us for our charges and expenses (this is called a 'lien'). We normally keep your file of papers (except for any papers which you ask to be returned to you) for at least six years from the date of our final invoice for that matter, on the understanding that we have the authority to destroy it at the end of that period. In Probate matters, we may retain the file of papers for a longer period. We will review the file prior to destruction to ensure this is an appropriate course of action in any particular case. We will not destroy documents that you ask us to deposit in safe custody but we reserve the right to make an annual storage charge. If we have to retrieve papers or documents from storage in relation to continuing or new instructions to act in any matter for you, we will normally charge you for the costs of retrieval and for the time spent producing stored papers or documents for you or anyone else at your request.

Communication & Confidentiality

At the outset of the transaction, we will ask you for details of where we can communicate with you. In the event that these details change during a transaction it is your responsibility to keep us informed of changes. When you give us your fax number or email address, or communicate with us by fax or email, we shall be authorised to use that fax number or email address to send communications to you, unless you tell us otherwise. It will be your responsibility to tell us when you do not wish us to communicate with you in this way, or if you want us to telephone you before we send a fax or email. Breaches of confidentiality, or non-receipt of our communication, when using these modes of communication, will be at your risk.

OTT-EULBERG  EULBERG

ERBRECHTSKA NZLEI

Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance, etc. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Termination

You may terminate our engagement to act in respect of any matter at any time but this firm will be entitled to keep all your papers and documents while there is money owing for our charges and expenses. We reserve the right to terminate our engagement where there is good reason in accordance with our professional guidelines, for example if you cannot give clear or proper instructions on how I am to proceed, or if it is clear that you have lost confidence in how I am carrying out your work. Wherever possible, notice of termination should be given in writing. Where either you or we terminate, our charges will be calculated up to the time that we cease acting by reference to the time spent at that stage, together with VAT and any expenses paid on your behalf.

Changes to Terms

We reserve the right to change our terms from time to time and except for changes in our charging rates, they will be effective immediately when communicated to you.

I confirm receipt of Eulberg & Ott-Eulberg Terms of Business and Costs Information, which I have read and understood.

Signed _____
(please print name also after your signature)

Dated _____