

Allgemeine Mandatsbedingungen

Für Verträge mit dem Rechtsanwalt Fabian Huber (*Rechtsanwalt*) die auf die Erteilung von rechtlichem Rat und Auskunft, eine anwaltliche Geschäftsbesorgung (z.B. außergerichtliche Vertretung des Mandanten, Erstellung von Verträgen etc.) oder die Vertretung des Auftraggebers in einem gerichtlichen oder behördlichen Verfahren zum Gegenstand haben (nachfolgend: *Mandat* oder *Beratungsleistung*), gelten folgende allgemeine Mandatsbedingungen; diese gelten auch für die Vertragsanbahnung sowie Folgeverträge mit dem Auftraggeber (nachfolgend auch *Mandant*):

1. Umfang der Tätigkeit

Sofern nicht in Textform anders vereinbart

- a) bezieht sich die Beratungsleistung ausschließlich auf das Recht der Bundesrepublik Deutschland;
- b) umfasst die Beratungsleistung keine steuerrechtliche Beratung. Steuerliche Auswirkungen hat der Mandant durch fachkundige Dritte, z.B. Steuerberater auf klären zu lassen;
- c) wird die Beratungsleistung ausschließlich gegenüber dem Mandanten erbracht, der Rechtsanwalt übernimmt gegenüber Dritten keine Haftung oder Verantwortlichkeit, soweit diese nicht ausdrücklich einbezogen werden;

General Terms and Conditions of Engagement

The following General Terms and Conditions of Engagement shall apply to contracts with Rechtsanwalt Fabian Huber (*Attorney*) which relate to the provision of legal advice and information, the provision of legal services (e.g. out-of-court representation of the *Client*, drafting contracts, etc.) or the representation of the Client in judicial or administrative proceedings (hereinafter: *Mandate* or *Legal Services*); these shall also apply to the initiation of contractual relationships as well as any subsequent agreements the Client.

Scope of Services

Unless otherwise agreed in writing:

- a) the Legal Services shall cover exclusively to the jurisdiction of the Federal Republic of Germany;
- b) the Legal Services shall not include any tax advice. The Client shall seek advice on any tax implications from qualified third parties, e.g., tax advisors;
- c) the Legal Services shall be provided exclusively to the Client. The Attorney shall not assume any liability or responsibility towards third parties unless they are expressly included;
- d) the Attorney shall only be obliged to file legal remedies or appeals if this has been expressly agreed with the Client.

- d) ist der Rechtsanwalt zur Einlegung von Rechtsmitteln und Rechtsbehelfen nur dann verpflichtet, soweit dies mit dem Mandanten ausdrücklich vereinbart wurde.

2. Tätigwerden des Rechtsanwalts

Eine Verpflichtung zum Tätigwerden des Rechtsanwalts besteht frühestens mit Annahme des Mandats durch ihn und nach Ablauf der etwaigen Widerrufsfrist des Mandanten. Vor Ablauf der Widerrufsfrist wird der Rechtsanwalt nur nach einem ausdrücklichen Verlangen des Mandanten tätig.

Der Rechtsanwalt kann außerdem die Zahlung eines Vorschusses vor Tätigwerden verlangen.

3. Obliegenheiten des Mandanten

Der Mandant wird den Rechtsanwalt über alle mit dem Mandat zusammenhängenden Tatsachen vollständig und wahrheitsgemäß informieren und ihm sämtliche mit dem Mandat zusammenhängende Unterlagen und Daten in geordneter Form übermitteln. Der Mandant wird während der Dauer des Mandats nur in Abstimmung mit dem Rechtsanwalt mit Gerichten, Behörden, der Gegenseite oder sonstigen Beteiligten in Kontakt treten und sämtliche von diesen während der Mandatsbearbeitung erhaltene Informationen an den Rechtsanwalt weiterleiten;

Der Rechtsanwalt darf den Angaben des Mandanten ohne eigene Nachprüfung vertrauen und die vom Mandanten mitgeteilten Tatsachen seiner

Commencement of services

The Attorney's obligation to commence rendering his services shall not arise until the Mandate has been accepted by him and any applicable withdrawal period of the Client has expired. Before the expiry of the withdrawal period, the Attorney shall only act upon the Client's explicit request.

The Attorney may also request payment of an advance before commencing his services.

Duties of the Client

The Client shall fully and truthfully inform the Attorney of all facts related to the Mandate and provide all relevant documents and data in an orderly manner. During the course of the Mandate, the Client shall only contact courts, authorities, the opposing party, or other parties involved in consultation with the Attorney and shall forward to the Attorney any information received from such parties throughout the duration of the Mandate.

The Attorney may rely on the Client's information without independent verification and base his work on the facts provided by the Client. The

Sachbearbeitung zugrunde legen. Der Mandant wird die ihm von dem Rechtsanwalt übermittelten Nachrichten, Entwürfe und Schreiben des Rechtsanwalts sorgfältig daraufhin überprüfen, ob die darin enthaltenen Sachverhaltsangaben wahrheitsgemäß und vollständig wiedergegeben sind.

4. Vergütung

Die Abrechnung des Mandats erfolgt nach dem Rechtsanwaltsvergütungsgesetz, soweit nicht eine Vergütungsvereinbarung mit dem Rechtsanwalt geschlossen wurde. Die für die Tätigkeit des Rechtsanwalts nach dem Rechtsanwaltsvergütungsgesetz anfallenden Gebühren richten sich nach dem Gegenstandswert des Mandats.

Der Mandant wird darauf hingewiesen, dass in arbeitsgerichtlichen Streitigkeiten außergerichtlich sowie gerichtlich in der ersten Instanz kein Anspruch auf Erstattung der Anwaltsgebühren gegen die gegnerische Partei besteht; in solchen Verfahren trägt unabhängig vom Ausgang jede Partei ihre Kosten selbst.

Der Mandant ist verpflichtet, auf Anforderung des Rechtsanwalts einen angemessenen Vorschuss zu leisten und nach Beendigung des Mandats die Zahlungsansprüche des Rechtsanwalts vollständig auszugleichen; dies gilt unabhängig davon, ob dem Mandanten in diesem Zusammenhang Zahlungs- bzw. Erstattungsansprüche gegen eine Rechtsschutzversicherung, die Gegenseite oder Dritte zustehen.

5. Rechtsschutzversicherung

Client shall carefully review any messages, drafts, and correspondence provided by the Attorney to ensure that the facts contained therein are complete and accurate.

Fees

The Attorney's fees shall be invoiced in accordance with the Rechtsanwaltsvergütungsgesetz (German Attorneys' Fees Act), unless a separate fee agreement has been concluded with the Attorney. The fees under the Rechtsanwaltsvergütungsgesetz are based on the value of the matter.

The Client is advised that, in employment law disputes, both out of court and in court at first instance, parties are not entitled to reimbursement of legal fees from the opposing party; in such proceedings, each party bears its own costs regardless of the outcome.

The Client is obliged to pay a reasonable advance upon the Attorney's request and to settle the Attorney's claims for payment in full after the termination of the Mandate, regardless of whether the Client is entitled to payment or reimbursement claims against a legal expenses insurer, the opposing party, or third parties.

Legal Expenses Insurance

Wenn der Mandant den Rechtsanwalt beauftragt, Versicherungsleistungen einer Rechtsschutzversicherung in Anspruch zu nehmen, wird der Rechtsanwalt mit diesem Auftrag zugleich dieser gegenüber unwiderruflich von ihrer Verschwiegenheitsverpflichtung befreit.

Die Einholung einer Kostendeckungszusage und weitere Korrespondenz über den Verlauf des Verfahrens mit der Versicherung wird vom Rechtsanwalt ohne zusätzliche Kosten für den Mandanten angeboten. Soweit die Deckungszusage verweigert wird oder umfangreiche Darlegungen gegenüber der Rechtsschutzversicherung notwendig sind, fallen hierfür die gesetzlichen Gebühren an. Der Rechtsanwalt wird den Mandanten in diesem Fall auf die zusätzlichen Kosten hinweisen.

Auch bei Inanspruchnahme einer Rechtsschutzversicherung erbringt der Rechtsanwalt seine Leistung ausschließlich für und gegenüber dem Mandanten und stellt sie ihm in Rechnung, der Mandant wird umgekehrt die geschuldete Vergütung gegenüber dem Rechtsanwalt begleichen.

Der Mandant tritt Erstattungsansprüche gegen die Rechtsschutzversicherung aus dem jeweiligen Mandat zur Sicherung von Honoraransprüchen an den Rechtsanwalt ab.

Der Mandant wird darauf hingewiesen, dass eine Versicherungsleistung nicht zwingend zu einer vollständigen Deckung seines finanziellen Aufwands für die

If the Client instructs the Attorney to claim benefits from a legal expenses insurance policy, the Attorney shall, for this purpose, be irrevocably released from his obligation of confidentiality towards the insurance company.

The Attorney shall offer to obtain a confirmation of cost coverage and further correspondence on the course of the proceedings with the insurance company at no additional cost to the Client. If coverage is denied or extensive submissions to the insurer are necessary, statutory fees shall apply. In such cases, the Attorney shall inform the Client of any additional costs.

The Attorney shall render his services solely for and to the Client and shall invoice to the Client for them, even when legal expenses insurance coverage is claimed. The Client shall settle the agreed fees directly with the Attorney.

The Client hereby assigns any reimbursement claims against the legal expenses insurer arising from the respective Mandate to the Attorney as security for fee claims.

The Client is informed that insurance benefits may not fully cover the financial costs of legal advice, representation, or litigation.

The Client agrees that, pursuant to Section 86 of the German Insurance Contract Act (VVG) in conjunction with the General Legal Expenses Insurance Terms, the Attorney may directly remit reimbursements from

anwaltliche Beratung und Vertretung sowie die Prozessführung führt.

Der Mandant ist einverstanden, dass der Rechtsanwalt gem. § 86 Versicherungsvertragsgesetz in Verbindung mit den Allgemeinen Rechtsschutzbedingungen der Rechtsschutzversicherer im Rahmen der Kostenerstattungen durch Gegner oder Dritte in dem Umfang unmittelbar an die Rechtsschutzversicherung auskehren, in dem die Rechtsschutzversicherung Leistungen gegenüber dem Mandanten erbracht hat.

6. Kommunikation

Soweit nicht durch Vereinbarung Textform ausdrücklich ein bestimmter Kommunikationsweg und ggf. Vorkehrungen gegen Zugriffe Dritter vereinbart wurden, kommt der Rechtsanwalt seiner Informationspflicht durch die Nutzung eines der vom Mandanten mitgeteilten Kommunikationsweges per E-Mail und ggf. Messengerdienste nach. Die insoweit vom Mandanten mitgeteilten Kontaktdaten sind bis zur Mitteilung einer Änderung maßgeblich.

Der Mandant wird darauf hingewiesen, dass insbesondere die Kommunikation per E-Mail nicht vor Zugriffen Dritter geschützt ist, sofern bei Sender und Empfänger nicht technische Vorkehrungen getroffen wurden.

7. Gerichtsstand und Rechtswahl

Als Gerichtsstand wird der Sitz der Rechtsanwalt vereinbart, sofern der Mandant Unternehmer ist oder der

opponents or third parties to the legal expenses insurer to the extent that the insurer has provided benefits to the Client.

Communication

The Attorney shall fulfill his obligation to provide information to the Client by using one of the communication methods specified by the Client, including email and, where applicable, messaging service, unless expressly agreed otherwise in writing regarding a specific communication method and, if applicable, measures against unauthorized access by third parties. The contact details provided by the Client shall remain valid until notification of any changes.

The Client is advised that email communication in particular is not protected against access by third parties unless technical measures have been implemented by both sender and recipient.

Place of Jurisdiction and Applicable Law

If the Client is an entrepreneur or relocates his residence or habitual

Mandant nach Erteilung seines Mandatsauftrags seinen Wohnsitz oder gewöhnlichen Aufenthaltsort aus dem Gebiet der Bundesrepublik Deutschland verlegt oder sein Wohnsitz oder gewöhnlicher Aufenthalt im Zeitpunkt der Klageerhebung nicht bekannt ist.

Für alle vertraglichen Beziehungen zwischen dem Mandanten und dem Rechtsanwalt gilt ausschließlich das materielle Recht der Bundesrepublik Deutschland.

place of abode outside the Federal Republic of Germany after entering the Mandate, or if the residence or habitual place of abode is unknown at the time of the filing of a claim, the place of jurisdiction shall be the Attorney's place of business.

All contractual relationships between the Client and the Attorney shall be governed exclusively by the substantive law of the Federal Republic of Germany.

Privacy Notice

The controller within the meaning of data protection law is Rechtsanwalt Fabian Huber, Schenkendorfstraße 55, 86167 Augsburg; email: fabian@ra-huber.net

1. Purpose and Legal Basis of Data Processing

We process your personal data in accordance with applicable legal provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

Processing is carried out for the following purposes:

- Responding to inquiries (Art. 6 (1)(b) GDPR)
- Establishing, performing, and terminating client relationships (Art. 6 (1)(b) GDPR)
- Compliance with legal obligations (Art. 6 (1)(c) GDPR)

2. Contact

When an individual (the *data subject*) contacts the attorney, any personal data transmitted is stored. This data is processed solely for the purpose of responding to the inquiry. The legal basis for processing is Art. 6 (1)(f) GDPR, or Art. 6 (1)(b) GDPR if the inquiry is related to the conclusion of a contract. The data will be deleted once the purpose of the processing no longer applies, e.g., when the inquiry has been fully answered. If the inquiry leads to a client relationship, the data will be deleted no later than after expiry of the statutory retention periods, typically six years after the end of the calendar year in which the mandate was concluded.

3. Data Subject Rights

The data subject has the following rights in regarding the processing of their personal data:

3.1 Right of Access (Art. 15 GDPR)

The data subject has the right to obtain confirmation from the controller as to whether personal data concerning them is being processed. If this is the case, they are entitled to access this personal data and the following information:

- a) the purposes of the processing;
- b) the categories of personal data processed;
- c) the recipients or categories of recipients to whom the personal data has been or will be disclosed, particularly in third countries or international organizations;
- d) where possible, the intended period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;

- e) the existence of the right to rectification, erasure, or restriction of processing or to object to such processing;
- f) the right to lodge a complaint with a supervisory authority;
- g) where the personal data is not collected from the data subject, any available information as to its source;
- h) the existence of automated decision-making, including profiling, pursuant to Art. 22 (1) and (4) GDPR, and, at least in those cases, meaningful information about the logic involved and the significance and envisaged consequences of such processing for the data subject.

If personal data is transferred to a third country or to an international organization, the data subject has the right to be informed of the appropriate safeguards pursuant to Art. 46 GDPR relating to the transfer.

3.2 Right to Rectification (Art. 16 GDPR)

The data subject has the right to request the immediate rectification of inaccurate personal data concerning them. Taking into account the purposes of the processing, the data subject also has the right to have incomplete personal data completed, including by means of a supplementary statement.

3.3 Right to Erasure (Art. 17 GDPR)

The data subject has the right to request the immediate deletion of personal data concerning them, and the controller is obliged to delete this data without undue delay where one of the following grounds applies:

- a) the personal data is no longer necessary for the purposes for which it was collected or otherwise processed;
- b) the data subject withdraws their consent on which the processing was based, and there is no other legal basis for the processing;
- c) the data subject objects to the processing and there are no overriding legitimate grounds for the processing, or the data subject objects to processing for direct marketing purposes;
- d) the personal data has been unlawfully processed;
- e) the personal data must be deleted for compliance with a legal obligation under Union or Member State law to which the controller is subject;
- f) the personal data was collected in relation to the offer of information society services pursuant to Art. 8 (1) GDPR.

If the controller has made the personal data public and is obliged to erase it, they shall take reasonable steps, including technical measures, to inform other controllers

processing the data that the data subject has requested the erasure of any links to, or copies or replications of, that data.

This right does not apply to the extent that processing is necessary:

- a) for exercising the right of freedom of expression and information;
- b) for compliance with a legal obligation or for the performance of a task carried out in the public interest or in the exercise of official authority;
- c) for reasons of public interest in the area of public health;
- d) for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, where the right is likely to render the achievement of the objectives of that processing impossible or seriously impair it;
- e) for the establishment, exercise or defense of legal claims.

3.4 Right to Restriction of Processing (Art. 18 GDPR)

The data subject has the right to request the restriction of processing where:

- a) the accuracy of the personal data is contested by the data subject for a period enabling the controller to verify it;
- b) the processing is unlawful and the data subject opposes the erasure and requests restriction instead;
- c) the controller no longer needs the personal data for the purposes of processing, but the data subject requires it for the establishment, exercise or defense of legal claims;
- d) the data subject has objected to processing pending the verification whether the legitimate grounds of the controller override those of the data subject.

Where processing has been restricted, such data shall, with the exception of storage, only be processed with the data subject's consent or for legal claims or to protect another person's rights or for reasons of important public interest.

The data subject shall be informed before the restriction is lifted.

3.5 Right to Data Portability (Art. 20 GDPR)

The data subject has the right to receive personal data concerning them, which they have provided to a controller, in a structured, commonly used and machine-readable format, and has the right to transmit that data to another controller without hindrance, where:

- a) the processing is based on consent or a contract; and
- b) the processing is carried out by automated means.

In exercising this right, the data subject may request that the data be transferred directly to another controller, where technically feasible.

This right does not apply where the processing is necessary for a task carried out in the public interest or in the exercise of official authority.

3.6 Right to Object (Art. 21 GDPR)

- (1) The data subject has the right to object, on grounds relating to their particular situation, at any time to processing of personal data concerning them based on Art. 6 (1)(e) or (f) GDPR, including profiling based on those provisions. The controller shall no longer process the personal data unless they demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or for the establishment, exercise or defense of legal claims.
- (2) Where personal data is processed for direct marketing purposes, the data subject shall have the right to object at any time to such processing, including profiling related to such marketing.
- (3) If the data subject objects to processing for direct marketing, the personal data shall no longer be processed for such purposes.
- (4) This right must be explicitly brought to the attention of the data subject no later than at the time of the first communication and must be presented clearly and separately from other information.
- (5) In the context of information society services, the objection may also be exercised by automated means using technical specifications.
- (6) The data subject also has the right to object, on grounds relating to their particular situation, to processing for scientific or historical research or statistical purposes, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

3.7 Right to Lodge a Complaint with a Supervisory Authority (Art. 77 GDPR)

Without prejudice to any other administrative or judicial remedy, every data subject has the right to lodge a complaint with a supervisory authority, in particular in the Member State of their habitual residence, place of work, or place of the alleged infringement, if they consider that the processing of personal data relating to them infringes this Regulation.

Right of Withdrawal

If the *Client* is a consumer and the contract for legal services with Rechtsanwalt Fabian Huber (*Attorney*) has been concluded exclusively through means of distance communication within the meaning of Section 312c (2) of the Bürgerliches Gesetzbuch (German Civil Code), the client shall have a statutory right of withdrawal.

1. Right of Withdrawal

The client has the right to withdraw from the contract within fourteen days (*Withdrawal Period*) from the date of conclusion of the contract without providing any reason.

To exercise the right of withdrawal, the Client must inform the Attorney of their decision to withdraw from this contract by means of a clear statement (e.g. letter, email, text message) using the contact details provided in the letterhead.

To comply with the withdrawal period, it is sufficient for the Client to send the notification of the exercise of the right of withdrawal before the Withdrawal Period expires.

2. Consequences of Withdrawal

If the Client withdraws from the contract, the Attorney shall reimburse all payments received from the Client in connection with this contract without delay and no later than fourteen days after the date on which the notice of withdrawal was received.

The same means of payment that the Client used in the original transaction will be used for the refund, unless expressly agreed otherwise. Under no circumstances will the Client be charged any fees for this repayment.

3. Commencement of Services Before Expiry of the Withdrawal Period

After being informed of the right of withdrawal, the Client may expressly request that the Attorney begins to perform legal services under the contract before the Withdrawal Period has expired.

4. Consequences of Commencement Before Expiry of the Withdrawal Period

If the Client requests that legal services commence during the Withdrawal Period, the right of withdrawal shall expire once the legal services have been fully performed.

If the Attorney has only partially performed the services at the time of withdrawal, the Client shall owe reasonable compensation for the portion of services already provided up to the time of withdrawal.

This compensation shall be calculated on a pro rata basis, corresponding to the value of the services already rendered by the Attorney in relation to the total scope of services agreed upon in the contract.