

Vollmacht

Zustellungen sind ausschließlich an diese Kanzlei zu bewirken !

Den Rechtsanwälten der **webis legal GmbH Rechtsanwalts-gesellschaft**
Bahnhofstrasse 79, D-73312 Geislingen/Steige

wird hiermit in Sachen _____

wegen _____

Vollmacht erteilt

1. zur Prozeßführung (u.a. nach §§ 81 ff. ZPO) einschließlich der Befugnis zur Erhebung und Zurücknahme von Widerklagen;
2. zur Antragstellung in Scheidungs- und Scheidungs-folgesachen, zum Abschluß von Vereinbarungen über Scheidungsfolgen sowie zur Stellung von Anträgen auf Erteilung von Renten- und sonstigen Versorgungsauskünften;
3. zur Vertretung und Verteidigung in Strafsachen und Bußgeldsachen (§§ 302, 374 StPO) einschließlich der Vorverfahren sowie (für den Fall der Abwesenheit) zur Vertretung nach § 411 II StPO und mit ausdrücklicher Ermächtigung auch nach §§ 233 I, 234 StPO, zur Stellung von Straf- und anderen nach der Strafprozeßordnung zulässigen Anträgen und von Anträgen nach dem Gesetz über die Entschädigung für Strafverfolgungsmaßnahmen, insbesondere auch für das Betragsverfahren;
4. zur Vertretung in sonstigen Verfahren und bei außergerichtlichen Verhandlungen aller Art (insbesondere in Unfallsachen zur Geltendmachung von Ansprüchen gegen Schädiger, Fahrzeughalter und deren Versicherer);
5. zur Begründung und Aufhebung von Vertragsverhältnissen und zur Abgabe und Entgegennahme von einseitigen Willenserklärungen (z.B. Kündigungen) im Zusammenhang mit der oben unter "wegen ..." genannten Angelegenheit.

Die Vollmacht gilt für alle Instanzen und erstreckt sich auch auf Neben- und Folgeverfahren aller Art (z.B. Arrest und einstweilige Verfügung, Kostenfestsetzungs-, Zwangsvollstreckungs-, Interventions-, Zwangsversteigerungs-, Zwangsverwaltungs- und Hinterlegungsverfahren sowie Konkurs- und Vergleichsverfahren über das Vermögen des Gegners). Sie umfaßt insbesondere die Befugnis, Zustellungen zu bewirken und entgegenzunehmen, die Vollmacht ganz oder teilweise auf andere zu übertragen (Untervollmacht), Rechtsmittel einzulegen, zurückzunehmen oder auf sie zu verzichten, den Rechtsstreit oder außergerichtliche Verhandlungen durch Vergleich, Verzicht oder Anerkenntnis zu erledigen, Geld, Wertsachen und Urkunden, insbesondere auch den Streitgegenstand und die von dem Gegner, von der Justizkasse oder von sonstigen Stellen zu erstattenden Beträge entgegenzunehmen sowie Akteneinsicht zu nehmen.

_____, den _____

(Unterschrift)

The subsequent text is a translation of the foregoing power of attorney.

Power of Attorney

Notifications requested to authorized person(s) only

The law firm **webis legal GmbH Rechtsanwalts-gesellschaft**
Bahnhofstrasse 79, D-73312 Geislingen/Steige

In the case _____

on account of _____

power of attorney is granted

1. to conduct a lawsuit (among others, pursuant to Sections 81 ff. German Code of Civil Procedure), including the authority to put forward and withdraw counterclaims;
2. to file motions in divorce cases and the legal consequences of divorce, to conclude agreements with respect to the legal consequences of divorce as well as to file motions for information related to pensions and any other support;
3. for representation and defense in criminal cases and administrative fine matters (Sections 302, 374 German Code of Criminal Procedure), including preliminary proceedings, as well as (in the case of absence) for representation pursuant to Section 411 II German Code of Criminal Procedure and, with express authorization, also pursuant to Sections 233 I, 234 German Code of Criminal Procedure, to file demands for prosecution and any other motions provided by the code of Criminal Procedure and motions pursuant to the Law on Compensation for Wrongful Prosecution, in particular also in the proceeding related to the compensation amount;
4. for representation in any other proceedings and extrajudicial negotiations of any kind (in particular in accident cases for the enforcement of claims against the party causing the damage, the owner or other person entitled to use the vehicle and their insurers);
5. to establish and terminate contractual relationships and to make an accept unilateral declarations of intent (e.g. notice of termination) in relation with the matter mentioned above under "on account of ...".

The power of attorney applies to any accessory and subsequent proceedings (e.g. attachment and temporary injunction, proceedings related to decision fixing costs, execution, intervention, judicial sale, sequestration and deposit as well as bankruptcy and settlement proceedings with respect to the opposing party's property). The said power of attorney comprises in particular the authority to effect and accept notifications, to transfer this power of attorney in whole or in part to other parties (substitute power of attorney), to file, withdraw or waive appeals, to settle the lawsuit or extrajudicial negotiation by means of compromise, waiver or acknowledgment, to accept valuables and documents, in particular also the matter in dispute, as well as amounts reimbursed by the opposing party, the judicial cashier or any other authorities and inspect the files.

(Date)

(Signature)

We are pleased that you decided to entrust us with your matter. We would like you to experience customer satisfaction regarding our service, quality, creativity, time and cost efficiency. The following provisions are aimed at a long-term co-operation, therefore some might not be of practical relevance at the current stage of our business relationship. We would like you to discuss with us any question that may arise regarding the following principles of co-operation, in order to have a straight basis for a successful co-operation.

1. Scope of Application

These principles shall apply to all present and future retainers, including those received from related companies as defined by §§ 15 pp. of the German Act on Companies Limited by Shares (AktienG).

2. Information

Information given by you is subject to our professional discretion. This and the corresponding protection against third parties are supposed to encourage sincere and complete communication between the lawyer and his client. We are only able to help you efficiently if you provide us with all necessary information on the matter. As the economic risk for your business-, investment- and accounting decisions remains with you, we are in need for clear instructions.

3. Correspondence

The correspondence language for communication with you is German. Translations may be obtained on your behalf from a certified translator against additional charges. We shall also exclude any liability for translation errors, if we provide courtesy translations for time or cost saving reasons.

Transfer of data on the Internet bears risks: information that you send without encryption by e-mail, can be read and manipulated by other people on its way. If you wish, you can use the PGP encryption software for e-mail communication with us. You can find our public PGP-key on our website. If you initially transfer e-mails to us without encryption, we assume that you agree to an unencrypted communication. No liability can be assumed for transmission errors that are beyond our control. In urgent matters or matters with fixed deadlines, please contact us in addition by telephone.

4. Hourly Rates

If an hourly rate is agreed upon, our monthly (or for a shorter period, if appropriate) invoice shall contain a detailed overview on each matter in which services were provided. We register and charge our services in units of 15 minutes. Our time sheet states the time spent in the light of the additional value you gain from the fulfilment of the above stated factors of customer satisfaction (service, quality, creativity, time and cost efficiency).

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, delivery, translation and research) as well as our internal administration costs for additional services.

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.

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, unless we explicitly confirm so.

5. Settlement Date / Delay / Securities / Allowance

Our invoices shall be issued monthly (or for a shorter period, if appropriate) for the preceding month and is payable on receipt.

In case of delay of payment, 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.

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.

6. Liability

Every client is entitled to receive a competent and correct service. If a legal advice was incorrect, the lawyer will be liable for the client's damages.

In case of slight negligence, we shall be liable for professional errors up to a total amount of EUR 1,000,000 per incident, even if in an exceptional case we are liable towards another person than you. A single incident is the sum of damages of all claimants which arise from the same event and of all damages of the same claimant from different events against us or our staff, as far as there is a legal or economic connection. In case of more serious fault, e.g. gross negligence, our liability shall be unlimited according to the statutory provisions.

7. Insurance

If you want to insure your risk to a higher amount than the agreed liability cap of EUR 1,000,000 this will be done on your expense. A separate agreement and invoice will be set up for this complementary insurance.

8. Applicable Law / Forum

Any dispute arising out of the retainer shall be governed by German law. The seat of our office in Cologne shall be the place of performance and, if you are a commercial business, the place of jurisdiction for all claims out of the retainer.