

Graf & Partners LLP (Germany)

Bischof-von-Henle-Str. 2a
93051 Regensburg
Germany

DATE

THIS IS A NON-BINDING
STANDARD TEMPLATE.
SUBJECT TO AMENDMENT
IN EACH INDIVIDUAL CASE

VIA EMAIL
NAME AND
ADDRESS
OF CLIENT

PARTNERS

Bernhard Schmeilzl
Rechtsanwalt &
Master of Laws (Leicester)

Katrin Groll
Rechtsanwältin

Magdalena Gegenfurtner
Rechtsanwältin

SENIOR ASSOCIATES

Elissa Jelowicki
Solicitor (England) &
Registered European
Lawyer (Munich Bar)

RE: TERMS OF ENGAGEMENT & PROBATE RETAINER AGREEMENT

I. SCOPE OF REPRESENTATION, SERVICES, FEES AND RETAINER

THIS AGREEMENT is made between _____, an heir, co-heir or individual(s) nominated to serve as the Personal Representative of the Estate of _____ - collectively referred to as „Personal Representative“ and/or the „Client“) for the purpose of retaining the legal services of GRAF & PARTNERS, its attorneys, agents and employees, staff, etc. (collectively the „Attorney“) to represent me in the probate of the Estate of _____ and/or any trust associated therewith (the „Estate“).

Client has been advised that the legal fee (Fee) for services rendered in this matter will be at the rate of **XXXXX** EURO (EUR **XXX**) per hour. To begin representation, Attorney requires that Client agree to all terms and conditions of this agreement. GRAF & PARTNERS shall be paid Pursuant to the Petition for Commissions and/or Attorney's fees, or by Consent to Compensation for Attorney, that will be filed at the time the Estate administration is completed with the Register of Wills.

Client agrees that he has been informed that under German statutory law there are mandatory minimum lawyer fees for all forensic matters which are calculated on the basis of the value of the matter. These minimum

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**Graf & Partner Rechtsanwälte
Partnerschaftsgesellschaft mbB**
a German limited liability
partnership of lawyers, registered
with District Court Munich,
Partnership Register Nr. 438

statutory fees are set by the German courts and may exceed the hourly rates agreed above, depending on the value of the Estate or the amount in dispute between heirs.

This Fee applies to all the services to be rendered regarding the probate of the Estate including, but not limited to, the application for the grant of representation, making arrangements for the probate application oath, corresponding with creditors, financial institutions and the tax authorities, filing necessary documents with the courts and tax authorities.

To begin representation, the Attorney requires the Client to agree to all terms and conditions of this agreement and to provide a retainer in amount of EUR XXX (the "Retainer"). **ONLY IF EXPRESSLY ACCEPTED BY GRAF & PARTNERS Attorney agrees that the additional Fees (i.e. the Fees exceeding the initial Retainer) to be paid directly from the Estate recovery in XXX prior to wiring the net remaining funds to the Client.**

Client understands, agrees and acknowledges that this Agreement and the Fee will not cover any costs in the probate process, including, but not limited to: litigation expenses, caveat proceedings, foreclosure actions, translation costs, court costs, filing fees, expert witnesses, deposition(s), photocopying of more than 50 pages, long distance phone calls, certified and/or overnight mailings generated by Attorney, or any such expenses incurred in furtherance of this Agreement. It is further understood and agreed that the Estate/Client will pay all costs actually incurred in the processing of this case, including the cost of nominal bonds (if applicable), the cost of the newspaper notice, cost of appraiser, if necessary, the Register of Wills Fee for mailing out certified notices to the Interested Persons, the Register of Wills probate fee, and – in case Attorney is instructed to deal with the debts of the estate -- any outstanding debts of the Decedent.

Should the balance due on your account remain unpaid for a period of thirty (30) days, the Attorney shall have the right to refuse to render further services to you, and, if necessary, strike the Attorney's appearance from the case. Client agrees that the Attorney shall have a lien on all documents and records of this matter until the fee is paid in full. Client further acknowledges that, should the Estate lack sufficient funds to pay the Attorney's fee in full, or if the gross Estate is classified as a "Small Estate", the Client agrees to be personally responsible for the Fee and any disbursements as above.

II. TERMINATION OF REPRESENTATION & COOPERATION

Attorney reserves the right, at Attorney's discretion, to terminate representation of the Client in the event that the Client fails to timely satisfy any outstanding balances or costs, or Client fails to fully cooperate with

Attorney in conjunction with this matter. Client cooperation includes, but is not limited to, immediately notifying Attorney of updates to Client's contact information or the contact information for other parties related to this matter, fully disclosing all facts necessary for the Attorney to properly represent Client, and promptly filling out and completing all paperwork requested. Attorney, at its discretion, may withdraw from representing the Client if the Client has misrepresented or failed to disclose material facts, or fails to follow the Attorney's advice. Client shall be responsible for any time expended by Attorney in seeking to withdraw from representation or arranging for the appearance of substitute counsel. At any time, Client may terminate Attorney's services by immediately notifying the Attorney in writing.

III. RECORDS

Attorney will keep all documents concerning Client's case in a secure file in the event of future actions. Client understands that all documents will be kept in a storage for a period of three (3) years after the date the Attorney determines that case file can be closed. After three (3) years from the date of closing of the matter, Attorney reserves the right to destroy all records. Upon written requests, however, Client may take all records by signing a written release.

IV. APPLICABLE LAW & JURISDICTION

IT IS HEREBY AGREED THAT EXCLUSIVELY GERMAN LAW SHALL APPLY TO THIS CLIENT-ATTORNEY-RELATIONSHIP AND THAT THE COURTS OF GERMANY SHALL HAVE EXCLUSIVE JURISDICTION IN CASE OF ANY DISPUTE RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE CLIENT-ATTORNEY-RELATIONSHIP IN GENERAL

CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT HE HAS READ AND UNDERSTANDS THE FOREGOING TERMS OF ENGAGEMENT AND PROBATE RETAINER AGREEMENT AND HAS, ON THIS DATE, RECEIVED A COPY OF THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, I HEREBY HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING TERMS OF THIS CONTRACT. I ACKNOWLEDGE THAT ALL QUESTIONS AND CONCERNS REGARDING THIS AGREEMENT HAVE BEEN DUTIFULLY ANSWERED. ALL PARTIES

THAT SIGN BELOW AGREE TO BE JOINTLY AND SEVERALLY LIABLE FOR OBLIGATIONS CREATED BY THIS CONTRACT. CLIENT AND/OR PERSONAL REPRESENTATIVE AND/OR TRUSTEE HAVE READ THIS ENTIRE **FOUR (4) PAGE** AGREEMENT AND UNDERSTAND IT IS A LEGALLY BINDING CONTRACT AND FULLY UNDERSTAND EACH AND EVERY PART OF THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS.

Signature of **CLIENT** Date: ____/____/ 20 ____

AND ACCEPTED THIS _____ DAY OF _____, 2019:

BY:

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