

General Terms and Conditions

1. Fee Agreement

The fees agreed between the Client and Avv. RA Rampf, Avv. RAin Dr. Eichner and/or their cooperation partners (collectively, “We”, “Us” or “Our”) are exclusive of statutory value-added tax (19% in Germany and 22% in Italy, where applicable), the mandatory 4% contribution to the Italian pension fund for lawyers (Cassa Forense), and any costs and expenses incurred in connection with the engagement, including travel expenses.

Billing shall be carried out on a monthly basis. Where remuneration has been agreed on an hourly basis, the relevant invoice shall be accompanied by a timesheet setting out the hours worked and a detailed description of the services rendered by the respective professional.

The agreed fees shall be due and payable within 14 (fourteen) days of receipt of the relevant invoice.

We shall be entitled, where appropriate, to request an advance payment on the agreed fees.

2. Rights and Obligations of the Parties

We shall perform the services agreed with the Client in accordance with applicable law and the professional rules and standards governing the legal and tax advisory professions.

We owe the Client legally and professionally sound legal and tax advice and services, but do not guarantee any specific economic or other outcome.

Representation of the Client before a national or foreign court or arbitral tribunal, as well as participation in mediation, conciliation or other dispute resolution proceedings, shall in each case require a separate engagement and the granting of the relevant power of attorney. We shall only be obliged to represent the Client before such bodies or in such proceedings if we have expressly accepted the relevant engagement.

2.1 Client's Duty to Cooperate

The Client shall promptly, and without the need for a separate request, provide us with all documents required for the proper performance of the engagement.

The Client shall also promptly inform us of all circumstances, facts and background information relevant to the engagement.

The proper performance of the engagement requires that all documents and information provided by the Client or its advisors be complete, accurate and provided in a timely manner.

Accordingly, we shall not be liable for any incomplete or incorrect performance of the engagement to the extent that such performance results from the Client or its advisors having failed to communicate relevant circumstances to us, having communicated them incompletely or late, or having deliberately withheld such circumstances from us.

Our liability shall also be excluded to the extent that relevant circumstances were outside our knowledge and we could not reasonably have been expected to know of them even by exercising the required degree of care.

2.2 Duty to Inform

We shall regularly inform the Client of material developments relating to the engagement. Upon request, we shall also provide the Client with the relevant information.

2.3 Engagement of External Professionals

For the purpose of performing the agreed services, we shall be entitled to cooperate with external professionals whom we consider trustworthy and to entrust them with individual tasks or parts of the engagement.

2.4 Professional Secrecy and Confidentiality

We, as well as any external professionals engaged by us, shall be bound by professional secrecy and statutory confidentiality obligations with respect to all information and circumstances of which we become aware in connection with the engagement and the Client's business secrets.

The obligation of confidentiality shall survive the termination of the engagement.

If we are required to disclose confidential information relating to the Client pursuant to a court order or statutory obligation, we shall inform the Client thereof without undue delay, to the extent legally permitted. This is intended to enable the Client to object to the disclosure or to consent thereto.

2.5 Disclosure of Legal Opinions and Work Product

The disclosure to third parties of any legal or tax opinions and other work product prepared or provided by us in connection with the engagement – including, in particular, legal and tax opinions, due diligence reports, diagrams and models, drafts, as well as calculation models and spreadsheets – shall, as a general rule, only be permitted with our prior consent or on the basis of a reliance letter issued by us.

In all other cases, disclosure to a third party shall only be permitted if such third party has expressly released us in advance from any and all liability in connection with the use or disclosure of such documents.

We shall not assume any liability for preliminary opinions or the legal views contained therein where such opinions or views have not been expressly confirmed by us as final and conclusive.

The transmission or disclosure of such preliminary or non-final documents to third parties shall be prohibited without our prior written consent.

3. Limitation of Liability

To the extent permitted by law, our liability shall be limited to the amount of the agreed fees and, in any event, to a maximum amount of EUR 250,000.00 (two hundred and fifty thousand euros) per claim and calendar year.

This limitation of liability shall not apply in cases of wilful misconduct or gross negligence.

4. Processing of Personal Data

We shall store the personal data provided by the Client in our records and archives to the extent necessary for the performance of the engagement.

We shall implement appropriate technical and organisational security measures to prevent unauthorised access to, misuse or loss of personal data and confidential documents.

The processing of personal data in connection with the performance of the engagement shall be carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation – “GDPR”).

To the extent necessary for the performance of the engagement, the Client’s personal data may be disclosed, on our behalf, to individual external professionals whom we consider trustworthy and to whom parts of the engagement have been entrusted.

Our employees and the professionals engaged by us shall be required to process the personal data provided by the Client exclusively in accordance with our instructions and in compliance with applicable data protection laws and regulations.

As a general rule, personal data shall not be disclosed to other third parties unless the Client has expressly consented to such disclosure or such disclosure is permitted or required by law.

The provision of the personal data necessary for the performance of the engagement constitutes a necessary condition for the proper provision of our services and may also be required by law where applicable.

Failure to provide, or the provision of incomplete or inaccurate, personal data required for the performance of the engagement may make the proper performance of the engagement more difficult or impossible. The Client's statutory rights under Articles 15 to 22 GDPR shall remain unaffected.

The data controllers responsible for the processing of personal data are Avv. RA Rampf and Avv. RAin Dr. Eichner, with their principal office at Via Roberto Raviola 32, 00127 Rome, Italy.

5. Representations and Warranties under the Italian Anti-Money Laundering Act

Pursuant to Italian Legislative Decree No. 231/2007 (the "Anti-Money Laundering Act"), the Client represents and warrants that the funds used to pay the agreed fees do not originate from illegal activities, activities suspected of being illegal, or any other activities in violation of the laws of the Italian Republic, including Italian tax laws.

With regard to the requirements of the Anti-Money Laundering Act, the information and declarations contained in the anti-money laundering form, which shall be provided to the Client for review and signature upon engagement, shall apply in addition.

6. Representations and Warranties under the Italian AI Act

Pursuant to Article 13 of Law No. 132/2025, the professionals of the firm declare that the use of artificial intelligence systems, such as ChatGPT, DeepL or QWEN, shall be limited exclusively to preparatory or support activities.

Such activities include, in particular, translations and the preparation of initial drafts of documents and contracts, which shall subsequently be subject to appropriate human review and editing.

In all cases, the services provided by us shall be based primarily on the human intellectual work that constitutes the subject matter of the relevant engagement.

7. Governing Law and Exclusive Jurisdiction

This engagement agreement shall be governed exclusively by Italian law.

The exclusive place of jurisdiction for any and all disputes arising out of or in connection with this engagement agreement shall be Rome, Italy.

