

NP.30.10.130 – Commodity-specific Contract Terms and Conditions of Daimler AG for Legal Services

1 Rendering of Services

This Agreement is aimed at establishing an enduring and sustainable working relationship between Daimler and the Law Firm based on mutual trust and respect.

Daimler retains the Law Firm with the object of receiving appropriate legal advice in consideration of the possible risks that could arise for Daimler in individual cases. Complete coverage of all conceivable risks is neither sought nor possible, but practical and relevant advice for the identification of any remaining risks is expected by Daimler. The Law Firm shall offer simple and effective solutions and continually improve the services in the course of the collaboration.

2 Remuneration

To the extent that national laws for attorneys' fees of individual states do not apply, the fees charged by the Law Firm will be based on hourly billing rates or day rates, unless an alternative billing procedure (e.g. lump sum fee, fixed fee or contingency fee) has been expressly agreed with Daimler.

3 Method of Invoicing

Any maximum budget specified in the engagement letter for the legal services must be adhered to. The Law Firm shall notify and consult with Daimler in good time should it become apparent that expenses will exceed this budget.

To the extent that national laws for attorneys' fees of individual states do not apply, fees shall be calculated on a monthly basis for services rendered on each particular matter, unless some other form of billing has been agreed upon.

Invoices are to be sent in paper form. PDF invoices attached to an e-mail are not feasible. Exempt from that are the law firms, which are registered in the eBilling system of the Daimler Legal Department. The invoices of the law firms registered in the eBilling system must be sent in paper form and as a PDF invoice. Invoices must comply with the specifications of the enclosed template – Invoice, Statement of Costs, Description of Services and Overview Disbursements (Appendix 1).

If national laws govern the reimbursement of attorneys, the invoice must comply with these statutory specifications.

The invoice for services performed in the European Union (except Germany) shall be issued without value added tax. For services that are performed outside the European Union a value added tax may only be included in the invoice insofar as the Law Firm can furnish proof that it is obliged to pay for it.

Invoices which do not meet the guidelines will be returned to the Law Firm. Only invoices which meet these guidelines result in becoming payable by Daimler.

4 Compliance with Laws, Guidelines and Standards

The staff of the Law Firm is obliged to refrain from doing anything that might render employees of the Law Firm or third parties assigned by it in the context of the matter liable to prosecution for fraud, embezzlement, insolvency crimes, unfair competition, illicit granting of benefits, bribery or acceptance of bribes, or other corruption crimes. In the event of violation of this obligation Daimler shall be entitled to terminate any and all assignments to the Law Firm with immediate effect. Furthermore, Daimler shall be entitled to retain the remuneration due for the matter at hand and to claim reimbursement of the remuneration paid, to the extent there is reasonable suspicion that the Law Firm has used or has intended to use the remuneration in connection with an actual or intended violation of its obligation under this Section 4. Notwithstanding the foregoing, the employees of the Law Firm shall comply with all laws and regulations applicable to the business relationship with Daimler.

In addition, the rules of conduct applicable to the Law Firm attorneys and the compliance regulations of Daimler AG shall apply to the relationship between Daimler and the Law Firm.

5 Confidentiality

The Law Firm undertakes to keep information relating to the assignment secret, and to ensure the discretion of its employees.

6 Conflict of Interests

The Law Firm undertakes not to accept other assignments either in Germany or in another country which may result in a conflict of interests with a matter processed for a Daimler Group, unless such Daimler company has given written consent for acceptance of such an assignment. This applies especially to the assignment relationships with other car manufacturers or suppliers, service providers, dealers and dealer associations operating in the automotive field. The Law Firm undertakes further to impose the same obligation on the attorneys entrusted with the respective Daimler assignment.

7 Advertising Ban

The Law Firm undertakes not to use the name of Daimler for advertising purposes, unless Daimler has given prior written consent for such use. The Law Firm is, however, authorized to use the name of Daimler as a reference in oral discussions.

8 Termination

Daimler may terminate the assignment by written notice at any time. The Law Firm may only terminate the engagement by giving four weeks' written notice. The Law Firm is obliged to provide a new law firm with all the support it may require in the assumption of the assignment. In case of a termination pursuant to this clause Daimler shall reimburse only those services of the Law Firm which have actually been rendered by the date of termination. Any right of retention pursuant to § 273 of the German Civil Code (BGB) is ruled out for the Law Firm.

9 Miscellaneous Provisions

“Daimler” includes Daimler AG and all its subsidiaries as well as the companies affiliated with it pursuant to § 15 et seq. of the German Stock Corporation Act (AktG).

The Law Firm shall be entitled to represent Daimler AG as far as this is necessary to render the services, particularly with regard to court proceedings.

The provisions of the “Special Purchase Conditions of Daimler AG for Services” regarding the return of documents shall apply, provided that the Law Firm is entitled to keep and archive documents according to the statutory and professional regulations.

The law of the Federal Republic of Germany shall apply exclusively. The courts of Stuttgart, Germany shall have exclusive jurisdiction over any disputes arising from or in connection with the present agreement.

Appendix 1

Sample Invoice

Sender
Invoice Date
Invoice-No.
Tax ID number
Bank details

Daimler AG
[Department]
[Contact person]
[HPC]
[Street]
[Postcode, City]

Invoice ID [Text]

(Please generate the Invoice ID from the following 3 information: 1.) Supplier No., 2.) Daimler LMS Matter No, 3.)Period.
The 3 Information be specified, separated, without spaces only by a hyphen/minus sign. e.g. 12345678-2016/12345-01/2016)

Period of services: [Text]
(Month/Year, e.g. 01/2016)

Project/Matter: [Text]

Supplier No: [Text]

Daimler LMS Matter No: [Text]
(9-digit: Year/Matter No., e.g. 2016/12345)

Professional Services	XXXX \$
Travel Expenses Flat Fee (only if agreed in the contract)	XXXX \$
<u>Disbursements</u>	<u>XXXX \$</u>
Subtotal (net)	XXXX \$
<u>Value Added Tax (VAT)</u>	<u>XXXX \$</u>
Total	XXXX \$

Sample Statement of Costs

Date: [Text]

Sender: [Text]

Invoice ID: [Text]

(Please generate the Invoice ID from the following 3 information: 1.) Supplier No., 2.) Daimler LMS Matter No, 3.)Period.
The 3 Information be specified, separated, without spaces only by a hyphen/minus sign. e.g. 12345678-2016/12345-01/2016)

Daimler AG
[Department]
[Contact person]
[HPC]
[Street]
[Postcode, City]

Period of services: [Text]
(Month/Year: e.g. 01/2016)

Project/Matter: [Text]

Supplier No.: [Text]

Daimler LMS Matter No.: [Text]

(9-digit:Year/Matter No., e.g. 2016/12345)

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Skill Level</u>	<u>Total</u>	<u>Currency</u>
J. Mustermann	XXXX	XXXX	XXXX	XXXX	\$
H. Musterfrau	XXXX	XXXX	XXXX	XXXX	\$
Total	XXXX			XXXX	\$

Disbursements (Overview Expenses)

<u>Sender</u>	<u>Amount</u>	<u>Currency</u>
Costs for third parties		
• Law firm	XXXX	\$
• Translation Service	XXXX	\$
• Courier	XXXX	\$
Travel Expenses (Inter-Continental)	XXXX	\$
Total	XXXX	\$

Sample Description of Service

Date: [Text]

Sender: [Text]

Invoice ID: [Text]

(Please generate the Invoice ID from the following 3 information: 1.) Supplier No., 2.) Daimler LMS Matter No, 3.)Period.
The 3 Information be specified, separated, without spaces only by a hyphen/minus sign. e.g. 12345678-2016/12345-01/2016)

Period of services: [Text]
(Month/Year: e.g. 01/2016)

Project/Matter: [Text]

Supplier No.: [Text]

Daimler LMS Matter No.: [Text]
(9-digit:Year/Matter No., e.g. 2016/12345)

Name	Date	Hours	Description
J. Mustermann	XXXXX	XXXXX	e.g. Telco with.....
H. Musterfrau	XXXXX	XXXXX	e.g. Prepare
XXXXX	XXXXX	XXXXX
XXXXX	XXXXX	XXXXX
Total		XXXXX	

Sample Overview Disbursements

Date: [Textfeld]
Sender: [Textfeld]
Supplier No: [Textfeld]
Invoice ID: [Textfeld]
Period of services: [Textfeld]
Project/Matter: [Textfeld]
Daimler LMS Matter No: [Textfeld]
Invoice ID: [Textfeld]

Name (Counsel/Law firm/Third Parties)	Date	Description	Amount (local Currency)	Amount (Invoice Currency)	Exchange Rate	Exchange Date	Expense No.
Law Firm 123	XXXX	For Professional Services	\$ XXXX	XXXX	XXXX	XXXX	1
Translation Service 321	XXXX	Translation Settlement	\$ XXXX	XXXX	XXXX	XXXX	2
Courier	XXXX	Courier...	\$ XXXX	XXXX	XXXX	XXXX	3
Travel Expenses (Inter-Continental)	XXXX	USA (Roundtrip for Deposition)	\$ XXXX	XXXX	XXXX	XXXX	4
Total				\$ XXXX			